



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**

to

Contract Number **MA230000001067**

CONTRACTOR	TARKETT USA INC.
	30000 Aurora Road
	Solon OH 44139
	Cathy Hake
	706-259-2657
	Cathy.Hake@tarkett.com
	VC0016208

STATE	Program Manager	Curt Myers	DTMB
		517-719-8168	
		myersc@michigan.gov	
	Contract Administrator	Susan Watt-Smith	DTMB
		517-230-0535	
		wattsmiths@michigan.gov	

CONTRACT SUMMARY				
Modular Carpet Tile, Floor Covering & Related Products and Services - Statewide				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 7, 2023	August 6, 2026	3 - 12 Months	August 6, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		4 - 40 Days		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$6,000,000.00	\$0.00	\$6,000,000.00		
DESCRIPTION				
Effective January 13, 2025, the Tarkett USA, Inc. Source One Flooring Project Management Services contact has been changed to Alicia Heed, 706-260-3001, Alicia.Head@tarkett.com .				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				



Tarkett USA Inc.
Contract 230000001067

Modular Carpet Tile, Floor Covering & Related Products and Services

Contact Information

Indicates Primary Contact

For General Questions, Concerns

Tarkett Program Manager

Contact: Bonnie Jacobs

Email: bonnie.jacobs@tarkett.com

Cell: 616-255-6959

To Request a Quote

Contact: Bonnie Jacobs, Account Executive

Email: bonnie.jacobs@tarkett.com

Cell: 616-255-6959

Contact: Paul Brown, Account Executive

Email: paul.brown@tarkett.com

Cell: 810-908-4344

Or

Tarkett Website for the State of Michigan:

[http:// www.commercialtarkett.com](http://www.commercialtarkett.com)

To Request Order Status

Contact: Bonnie Jacobs, Account Executive

Email: bonnie.jacobs@tarkett.com

Cell: 616-255-6959

Source One Team

Contact: Melanie Gray, Account Coordinator

Email: melanie.gray@tarkett.com

Office: 706-260-3001

Contact: Teresa Workman, Team Supervisor

Email: Teresa.workman@tarkett.com

Office: 706-259-2007

Contact: Judith Davis, Contracts & Accounts Manager

Email: judith.davis@tarkett.com

Office: 706-259-2186

Credit Department

Contact: Laura Johnson, Credit Analyst

Email: laura.johnson@tarkett.com

Office: 706-259-2663

Contact: Scott Hunkus, Credit Supervisor

Email: scott.hunkus@tarkett.com

Office: 440-903-4252



For Installation Services

Lansing Tile

Contact: Gavin Ruehle

Email: gavin.ruehle@lansingtile.com

Phone: 517.204-7023

For Contract Related Questions, Concerns

SOM Program Manager:

Curt Myers

MyersC@michigan.gov

Phone: 517-719-8168

SOM Contract Administrator:

Susan Watt-Smith

WattSmithS@michigan.gov

Phone: 517-230-0535

General Order Information

The typical lead time for standard running line products is 4-5 weeks from receipt of a valid purchase order to shipment and approximately 3-5 business days for delivery.

Product	Production Lead Times		Shipping Lead Time
	Manufacturing Lead Time	In Stock Lead Time	Shipping Lead Time
Broadloom	4 – 5 Weeks	N/A	N/A
Carpet Tile	4 – 5 Weeks	N/A	N/A
QuickShip Carpet Products (Q10)	10 Business Days or Less	10 Business Days or Less	10 Business Days or Less
QuickShip Express Carpet Products (QE2)	2 Business Days or Less	2 Business Days or Less	2 Business Days or Less
Luxury Vinyl Tile	4 – 5 Weeks	N/A	N/A
Adhesive	4 – 5 Weeks	N/A	N/A
Cove Base, etc.	4 – 5 Weeks	N/A	N/A

Timeframes for installation services will be determined by the State's Tarkett USA, Inc. certified installer, Lansing Tile, on a project-by-project basis. Contractor will deliver product to the State's Tarkett USA, Inc. certified installer, Lansing Tile; to a State warehouse(s); or to a State job site on a just-in-time basis, according to State needs.



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320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 2

to

Contract Number MA230000001067

CONTRACTOR	TARKETT USA INC.
	30000 Aurora Road
	Solon OH 44139
	Cathy Hake
	706-259-2657
	Cathy.Hake@tarkett.com
	VC0016208

STATE	Program Manager	Curt Myers	DTMB
		517-719-8168	
		myersc@michigan.gov	
	Contract Administrator	Susan Watt-Smith	DTMB
		517-230-0535	
		wattsmiths@michigan.gov	

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ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$6,000,000.00	\$0.00	\$6,000,000.00		
DESCRIPTION				
Effective October 18, 2024, the updates in Change Notice 2, Attachment 1 are hereby incorporated.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

Change Notice 2, Attachment 1

Contract No. 230000001067

Tarkett USA, Inc.

- 1) **Schedule B, Pricing:** The attached Schedule B, Pricing updates and replaces the previous Schedule B, which incorporates:

A. Homogeneous Vinyl Sheet (HO), add the following:

- iQ Optima (Style Code OPT-R, Style Number N500755)
- iQ Granit (Style Code GRT-R, Style Number N500749)
- iQ Eminent (Style Code EMI-R, Style Number N518050)

Discounted Price per Square Yard (SY) Varies by Square Yard (SY) Purchase Quantity

B. Heterogeneous Vinyl Sheet (HE), add the following:

- Accent Wood (Style Code ACW-R, Style Number N500739)
- Accent Concrete (Style Code ACC-R, Style Number N510380)
- Accent Flourish (Style Code FLR-R, Style Number N510383)
- Performa (Style Code PER-6, Style Number N516544)

Discount Price Per Square Yard (SY) Varies by Square Yard (SY) Purchase Quantity

C. Finishing Accessories, add the following:

- Resilient Cove Cap (Round, Square), *Discounted Price is \$0.49/LF*
- Resilient Cove Cap Self Stick, *Discounted Price is \$0.95/LF*

D. Weld Rod, add the following:

- Multi Color (for HO or HE), *Discounted Price is \$69.29/Carton*
- Solid (for HO or HE), *Discounted Price is \$56.84/Carton*

E. Adhesive, add the following:

- 925 Resilient Flooring Adhesive, *Discounted Price \$185.45 each*
- Power Tape – 1", *Discounted Price \$277.88 Carton*
- Power Tape – 3.5", *Discounted Price \$229.75/Carton*

F. Resilient Services (Labor), add the following:

- Sheet Vinyl Install (See Attached Zone Pricing Sheet)
- Sheet Vinyl Floor Prep (See Attached Zone Pricing Sheet)
- Resilient Flash Cove Base, Cap & Cove Accessories Install (See Attached Zone Pricing Sheet)
- Weld Labor (See Attached Zone Pricing Sheet)
- Furnish & Install Calk (See Attached Zone Pricing Sheet)

- 2) **Tailored Madras**, Style Code 11284, has been discontinued from Modular Tile & Powerbond.

Changes are highlighted in orange

Tarkett USA Inc.

SCHEDULE B – PRICING (REVISED, CN 2)

Contract No. 230000001067

Modular Carpet Tile, Floor Covering & Related Products and Services

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using this document. The pricing schedule must be submitted in a modifiable format (e.g., Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.
2. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Quick payment terms: _____ % discount off invoice if paid within _____ days after receipt of invoice.
4. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.
5. Contractor must offer 1 or more Product Lines and their associated Firm-Fixed Discount(s).

(Pricing Tables on following pages)

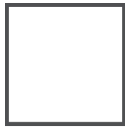
Schedule B - Pricing
Change Notice 2, Attachment 1

State of Michigan

Contract #230000001067

Tarkett Alliance/Customer Number: 20019146

Pricing Effective: August 7, 2023 thru August 6, 2026



MODULAR

MODULAR TILE & POWERBOND

Style Code	Style Description	Backing Code	Backing Description	List Price	Discount Off List Price	State of Michigan Price	UOM
02803	Applause III	GU	ethos® Modular with Omnicoat	\$62.34	51.96%	\$29.95	SY
04837	Assertive Action	GU	ethos® Modular with Omnicoat	\$97.20	66.08%	\$32.97	SY
04838	Assertive Rib	GU	ethos® Modular with Omnicoat	\$101.56	70.91%	\$29.54	SY
04839	Assertive Stria	GU	ethos® Modular with Omnicoat	\$116.50	74.64%	\$29.54	SY
11130	Colormap	GU	ethos® Modular with Omnicoat	\$52.82	56.17%	\$23.15	SY
10887	Geoknit	GU	ethos® Modular with Omnicoat	\$45.52	48.22%	\$23.57	SY
04849	Maelstrom	GU	ethos® Modular with Omnicoat	\$54.12	47.28%	\$28.53	SY
02875	Plexus Colour IV	GU	ethos® Modular with Omnicoat	\$89.06	55.29%	\$39.82	SY
11129	Texturemap	GU	ethos® Modular with Omnicoat	\$52.98	56.30%	\$23.15	SY



BROADLOOM

Schedule B - Pricing
Change Notice 2, Attachment 1

State of Michigan

Contract # 230000001067

Tarkett Alliance/Customer Number: 20019146

Pricing Effective: August 7, 2023 thru August 6, 2026

BROADLOOM							
Style Code	Style Description	Backing Code	Backing Description	List Price	Discount Off List Price	State of Michigan Price	UOM
44069	Acadia	SL	Super-Lok®	\$32.58	39.90%	\$19.58	SY

Schedule B - Pricing
Change Notice 2, Attachment 1

State of Michigan

Contract #230000001067

Tarkett Alliance/Customer Number: 20019146

Pricing Effective: August 7, 2023 thru August 6, 2026

FLEXIBLE STANDARD STYLES							
Style Code	Style Description	Backing Code	Backing Description	List Price	Discount Off List Price	State of Michigan Price	UOM
Varies	Flexible Standard - Ethos	GU	ethos® Modular with Omnicoat	\$91.11	31.58%	\$62.34	SY
Varies	Flexible Standard - PB	M	Powerbond Cushion	\$70.86	25.76%	\$52.61	SY

Schedule B - Pricing
Change Notice 2, Attachment 1

State of Michigan

Contract #230000001067

Tarkett Alliance/Customer Number: 20019146

Pricing Effective: August 7, 2023 thru August 6, 2026



TILE + PLANK

LVT					
Style Number	Series	List Price	Discount Off List Price	State of Michigan Price	UOM
N512191	Contour	\$7.89	44.74%	\$4.36	SF
N518360	Even Plane	\$8.62	58.47%	\$3.58	SF
N512187	Event	\$6.85	43.65%	\$3.86	SF
N516470	iD Latitude	\$5.32	52.63%	\$2.52	SF

Schedule B - Pricing
Change Notice 2, Attachment 1

State of Michigan

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Tarkett Alliance/Customer Number: 20019146

Pricing Effective: August 7, 2023 thru August 6, 2026

VINYL COMPOSITION TILE - VCT									
Style Code	Style Number	Style Description	Gauge	SF per Carton	Tile Size	List Price	Discount Off List	State of Michigan Price	UOM
Various	N517710	Standard VCT (Full Cartons Only)	1/8"	45	12" x 12"	\$104.96	48.55%	\$54.00	CTN
WALL BASE (Full Cartons Only)									
Style Code	Style Number	Style Description	Type	LF per Carton	Gauge/Height	List Price	Discount Off List	State of Michigan Price	UOM
CB(T)-4	N510602	Traditional TPV Vinyl TOE or TOELESS	Coil	120'	1/8" / 4"	\$1.16	37.93%	\$0.72	LF
CB(T)-4	N501148	Traditional TPV Vinyl TOE or TOELESS	4' sections	120'	1/8" / 4"	\$1.16	37.93%	\$0.72	LF
CB(T)-6	N516018	Traditional TPV Vinyl TOE or TOELESS	Coil	100'	1/8" / 6"	\$1.56	30.13%	\$1.09	LF
CB(T)-6	N501150	Traditional TPV Vinyl TOE or TOELESS	4' sections	100'	1/8" / 6"	\$1.56	30.13%	\$1.09	LF
DC(T)-4	N510604	Traditional TPR Rubber TOE or TOELESS	Coil	120'	1/8" / 4"	\$1.60	46.88%	\$0.85	LF
DC(T)-4	N500719	Traditional TPR Rubber TOE or TOELESS	4' sections	120'	1/8" / 4"	\$1.60	46.88%	\$0.85	LF
DC(T)-4.5	N517963	Traditional TPR Rubber TOE or TOELESS	Coil	120'	1/8" / 4.5"	\$1.77	46.89%	\$0.94	LF
DC(T)-6	N516022	Traditional TPR Rubber TOE or TOELESS	Coil	100'	1/8" / 6"	\$2.27	42.73%	\$1.30	LF
DC(T)-6	N500722	Traditional TPR Rubber TOE or TOELESS	4' sections	100'	1/8" / 6"	\$2.27	42.73%	\$1.30	LF
DEFIANT OIL & GREASE RESISTANT RUBBER TILE									
Style Code	Style Number	Style Description	Gauge	Tile Size		List Price	Discount Off List	State of Michigan Price	UOM
GRRTSP	0	Raised Round Surface Speckled	1/8"	24" x 24"		\$19.30	41.19%	\$11.35	SF
GRHRTSP	0	Hammered Surfaced Speckled	1/8"	24" x 24"		\$19.30	41.24%	\$11.34	SF
RUBBER TREADS - TREAD ONLY									
Style Code	Style Number	Style Description	Color	Lengths Available		List Price	Discount Off List	State of Michigan Price	UOM
RNRD-SQ	N500970	Raised Round or Square Surface	Solid	3', 3.5', 4', 4.5', 5', 6', 7', 8'		\$21.21	39.56%	\$12.82	LF
HMNT	N500908	Hammered Surface	Solid	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'		\$23.93	46.43%	\$12.82	LF
RNRD/SQSP	N500961	Raised Round or Square Surface	Speckled	3', 3.5', 4', 4.5', 5', 6', 7', 8'		\$25.35	39.53%	\$15.33	LF
HMNTSP	N500929	Hammered Surface	Speckled	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'		\$28.62	46.44%	\$15.33	LF
RUBBER TREADS - TREAD AND RISER									
Style Code	Style Number	Style Description	Color	Lengths Available		List Price	Discount Off List	State of Michigan Price	UOM
RNRD/SQTR	N500973	Raised Round or Square Surface	Solid	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'		\$26.73	39.51%	\$16.17	LF
HNTR	N500937	Hammered Surface	Solid	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'		\$30.18	46.42%	\$16.17	LF
RNRD/SQTRSP	N500963	Raised Round or Square Surface	Speckled	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'		\$31.03	39.64%	\$18.73	LF
HNTRSP	N500735	Hammered Surface	Speckled	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'		\$35.02	46.52%	\$18.73	LF
DEFIANT OIL & GREASE RESISTANT RUBBER TREAD & RISER									
Style Code	Style Number	Style Description	Color	Lengths Available		List Price	Discount Off List	State of Michigan Price	UOM
GRHNTR	N500888	Hammered Surface Prima	Prima	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'		\$39.44	37.37%	\$24.70	LF
GRHNTR	N500886	Hammered Surface Solid	Solid	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'		\$30.35	27.51%	\$22.00	LF
DEFIANT OIL & GREASE RESISTANT RUBBER TREAD									
Style Code	Style Number	Style Description	Color	Lengths Available		List Price	Discount Off List	State of Michigan Price	UOM
GRHNTRSP	0	Hammered Surface/Extended Depth	Speckled	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'		\$41.35	37.44%	\$25.87	LF
ADHESIVE									
Style Code	Style Number	Style Description	Type	Packaging		List Price	Discount Off List	State of Michigan Price	UOM
960-G	297038000	960 Wall Base Adhesive	1 Gallon Unit	x4 1-gallon units		\$125.52	36.50%	\$79.70	CTN
960-4	297038001	960 Wall Base Adhesive	4 Gallon Unit	4-gallon		\$83.01	33.88%	\$54.89	EA
960	250458150	960 Wall Base Adhesive	32 oz. Cartridge	12/Box		\$80.90	27.03%	\$59.03	CTN
959HM-4	N518100	959 HM Vinyl Tile & Plank Adhesive	4 Gallon Unit	4-gallon		\$192.27	14.30%	\$164.77	EA
ROLLSMART	297038073	RollSmart	4 Gallon Unit	4-gallon		\$354.59	36.55%	\$225.00	EA



ACCESSORIES

Schedule B - Pricing
Change Notice 2, Attachment 1

State of Michigan

Contract # 230000001067

Tarkett Alliance/Customer Number: 20019146

Pricing Effective: August 7, 2023 thru August 6, 2026

SUNDRIES						
Product Description & Use	Spread Rate	Style	UOM	List Price	Discount off List	State of Michigan Price
MODULAR PRODUCTS						
C-12E Pressure Sensitive Adhesive--Flex-Aire & Desso Only	133-155 Square Yards	604734021	4 Gallon Pail	\$126.52	26.00%	\$93.62
C-EX Adhesive--ethos *Note: Existing adhesive needs to be removed and the floor primed with C-56. If new concrete has a high level of porosity, C-36E primer is suggested. Do not use with Flex-Aire backing.	133-155 Square Yards	604734022	4 Gallon Pail	\$126.52	26.00%	\$93.62
C-GU HM Adhesive--ethos only Solvent-free, acrylic adhesive For use on concrete where moisture limits exceed C-EX	60-80 square yards/4 gallon	604734024	4 Gallon Pail	\$126.52	26.00%	\$93.62
TarkettTape@+---ethos Modular & Flex-Aire Modular Only See Technical Bulletin for further configurations.	144 Square Yards per Roll for 24"x24"	604737028	Roll	\$158.17	26.00%	\$117.05
POWERBOND PRODUCTS						
C-16E Adhesive	44-55 Square Yards	604734010	4-Gallon Pail	\$93.32	26.00%	\$69.06
	528-660 Square Yards		48-4 Gallon Pails	\$87.54	26.00%	\$64.78
BROADLOOM PRODUCTS						
B-19 Greenbond Adhesive	40-48 Square Yards	604734001	4-Gallon Pail	\$47.44	26.00%	\$35.11
PRIMERS, SEALERS, AND CLEANERS						
C-36E Primer (Porous concrete floors must be primed)	133-177 Square Yards	604735013	4-Gallon Pail	\$63.68	26.00%	\$47.13
C-56 Primer (Encapsulates trace amounts of old adhesive) DO NOT USE with Powerbond Cushion or Medfloor	120-140 Square Yards	604735012	4-Gallon Pail	\$126.52	26.00%	\$93.62
Seam Weld-54 (Not for sale in California) Do not use with Powerbond ethos Cushion. Cleans with Seam Cleaner 77.	800 Linear Feet	604735005	QT	\$16.50	26.00%	\$12.21
C-XL Seam Weld (Powerbond & Broadloom) (To be sold in California) Meets SCAQMD, BAAQMD, Water-Based (Cleans with Water)	400 Linear Feet	604735019	QT	\$20.96	26.00%	\$15.51
Power-Weld Seam Weld (Powerbond) (To be sold in California) Meets SCAQMD, BAAQMD (Cleans with Acetone)	400 Linear Feet	604735024	QT	\$20.96	26.00%	\$15.51
Seam Cleaner 77 (Not for sale in California) Do not use with Powerbond ethos Cushion	1,600 Linear Feet	604735007	QT	\$17.24	26.00%	\$12.76
LVT PRODUCTS						
RollSmart	1,400 -1,600 Square Feet	297038073	4-Gallon Pail	\$278.71	26.00%	\$206.25
*Approved for Contour, iD Latitude, Event, MetalEdge	350-400 Square Feet	297038074	Gallon Pail	\$73.81	26.00%	\$54.62
LVT Rollable	1,400 -1,600 Square Feet	297038080	4-Gallon Pail	\$324.97	26.00%	\$240.48
*Approved for iD Latitude	350-400 Square Feet	297038081	Gallon Pail	\$76.69	26.00%	\$56.75
Tarkett 959HM Vinyl Tile and Plank Adhesive *Approved for Contour, iD Latitude, Event, Even Plane & MetalEdge. Solvent-free easy to apply adhesive	150-175 Square Feet/gal (Porous) 250-300 Square Feet/gal (Non-porous)	297038082	4-Gallon Pail	\$166.34	26.00%	\$123.09
975 Two-Part Urethane Adhesive *Approved for Contour, iD Latitude, Event, Even Plane & MetalEdge.	150 Square Feet	297038014	Gallon Pail	\$189.73	26.00%	\$140.40
	300 Square Feet	297038020	2-Gallon Pail	\$340.88	26.00%	\$252.25
CENTI 2001 Wet Set Adhesive *Approved for Victory Recommended adhesive for installation over porous subfloor only	125 Square Feet per Gallon	250458000	4-Gallon Pail	\$108.16	26.00%	\$80.04
CENTI 2000 Epoxy Adhesive *Approved for Victory	120-130 Square Feet per Gallon	250458001	1-Gallon Pail	\$69.31	26.00%	\$51.29
Tarkett SureStart™ Underlayment	Roll Size: 36 inches x 33.33 feet	500033006	Square Feet	\$0.64	26.00%	\$0.47
	Roll Size: 54 inches x 44.4 feet	500033007	Square Feet	\$0.64	26.00%	\$0.47
METAEDGE TRANSITION STRIPS-AVAILABLE IN 4 COLORS (STEEL, IRONSTONE, BLACK PEARL & BRASS)						
MetalEdge 001 12' Strip	N/A	N515881	Each	\$25.81	26.00%	\$19.10
MetalEdge T02 12' Strip	N/A	N515882	Each	\$25.81	26.00%	\$19.10
MetalEdge 003 12' Strip	N/A	N515883	Each	\$25.81	26.00%	\$19.10
MetalEdge 004 4' Strip - Leveler Only. Use w/ MetalEdge 003	N/A	440270002	Each	\$14.84	26.00%	\$10.98
SOFT SURFACE MAINTENANCE						
SYON-5®	1 Pint - 12 per Carton	604735010	Carton	\$156.97	26.00%	\$116.16
	4 Gallons per Carton	604735011	Carton	\$162.11	26.00%	\$119.96
Carpet Rescue Kit	N/A	604735003	Each	\$71.29	26.00%	\$52.75
Seam Trimmer - Double Blade	N/A	604736008	Each	\$176.80	26.00%	\$130.83
Extra Blades (5 per pack) k#PBR-1	N/A	604736005	Pack	\$4.75	26.00%	\$3.51
Circular Repair Cookie Cutter	N/A	604736007	Each	\$23.73	26.00%	\$17.56
MISCELLANEOUS						
power (Shield)®	6' x 75' - 50 Yards (Roll)	605817004	Square Yard	\$5.75	26.00%	\$4.25

Schedule B - Pricing
Change Notice 2, Attachment 1

State of Michigan
Contract #230000001067
Tarkett Alliance/Customer Number: 20019146
Pricing Effective: August 7,2023 thru August 6,2026

Added Stair Tread and Resilient Services 10/18/2024

** All Removal, Floor Preparation, Installation, Disposal and Cleaning charges shall include Prevailing Wages as per the attached Prevailing Wage Rate Schedules E.1 - E.4 for laborers and carpenters. The Zones listed below correspond to Schedule F, State of Michigan Prosperity Regions map.								
CARPET INSTALLATION SERVICES **	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
Carpenter Only <i>Standard</i>	Sq Yd	\$12.25	\$8.79	\$7.26	\$6.18	\$7.26	\$7.55	\$8.22
Carpenter Only <i>Premium Services (evenings/weekends)</i>	Sq Yd	\$15.16	\$10.81	\$8.92	\$7.61	\$11.01	\$9.29	\$10.45
Reinstallation of Used Carpet	Sq Yd	\$15.93	\$12.05	\$9.85	\$9.34	\$9.85	\$10.53	\$11.26
Cove Base Installation	Lin Ft	\$2.14	\$1.95	\$1.23	\$1.23	\$1.23	\$1.34	\$1.52
CARPET REMOVAL SERVICES **	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
Carpet Tile <i>Standard</i>	Sq Yd	\$12.21	\$8.79	\$7.26	\$6.18	\$7.26	\$7.55	\$8.21
Carpet Tile <i>Premium Services (evenings/weekends)</i>	Sq Yd	\$15.02	\$10.81	\$8.93	\$7.61	\$8.93	\$9.29	\$10.10
Carpet Broadloom <i>Standard</i>	Sq Yd	\$12.21	\$8.79	\$7.26	\$6.18	\$7.26	\$7.55	\$8.21
Carpet Broadloom <i>Premium Services (evenings/weekends)</i>	Sq Yd	\$15.02	\$10.81	\$8.93	\$7.61	\$8.93	\$9.29	\$10.10
Carpet Permanently attached flooring <i>Standard</i>	Sq Yd	\$14.67	\$10.54	\$8.71	\$7.41	\$8.71	\$9.07	\$9.85
Carpet Permanently attached flooring <i>Premium Services (evenings/weekends)</i>	Sq Yd	\$18.04	\$12.97	\$10.71	\$9.11	\$10.71	\$11.16	\$12.12
CARPET DISPOSAL SERVICES **	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
Carpet Tile	Sq Yd	\$1.49	\$1.49	\$1.49	\$1.49	\$1.49	\$1.49	\$1.49
Carpet Broadloom	Sq Yd	\$1.49	\$1.49	\$1.49	\$1.49	\$1.49	\$1.49	\$1.49
Carpet Permanently attached flooring	Sq Yd	\$1.49	\$1.49	\$1.49	\$1.49	\$1.49	\$1.49	\$1.49
CARPET CLEANING SERVICES **	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
Carpet Cleaning <i>Standard</i>	Sq Yd	\$5.84	\$5.31	\$4.39	\$3.67	\$4.39	\$4.82	\$4.74
Carpet Cleaning <i>Premium Services (evenings/weekends)</i>	Sq Yd	\$7.18	\$6.53	\$5.39	\$4.49	\$5.39	\$5.92	\$5.82
FLOOR PREPARATION SERVICES **	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
Carpenter Only <i>Standard</i>	Sq Yd	\$6.64	\$5.53	\$4.74	\$4.30	\$4.74	\$5.53	\$5.25
Carpenter Only <i>Premium Services (evenings/weekends)</i>	Sq Yd	\$8.16	\$6.80	\$5.92	\$5.29	\$5.92	\$6.80	\$6.48
EXCESSIVE FLOOR PREPARATION SERVICES **	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
Carpenter Only <i>Standard</i>	Sq Yd	\$13.25	\$11.05	\$8.27	\$8.27	\$8.27	\$11.05	\$10.03
Carpenter Only <i>Premium Services (evenings/weekends)</i>	Sq Yd	\$16.30	\$13.59	\$9.70	\$9.70	\$9.70	\$13.59	\$12.10
STAIR TREAD SERVICES**	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
Angle Fit Tread (with or without Riser)-Prep & Installation	Lin Ft	\$20.34	\$20.34	\$20.34	\$20.34	\$20.34	\$20.34	\$20.34
Angle Fit Treat (with or without Riser)-Demo & Dispose	Lin Ft	\$10.71	\$10.71	\$10.71	\$10.71	\$10.71	\$10.71	\$10.71
RESILIENT SERVICES**								
Sheet Vinyl Install	Sq Yd	\$47.76	\$34.27	\$28.31	\$24.09	\$28.31	\$29.47	\$32.04
Sheet Vinyl Floor Prep	Sq Yd	\$2.66	\$1.91	\$1.58	\$1.34	\$1.58	\$1.64	\$1.79
Resilient Flash Cove Base, Cap & Cove Access. Install	Ft	\$38.21	\$27.42	\$22.64	\$19.27	\$22.64	\$23.57	\$25.63
Weld Labor	Ft	\$4.78	\$3.42	\$2.83	\$2.41	\$2.83	\$2.95	\$3.20
Furniish & Install Caulk	Ft	\$4.78	\$3.42	\$2.83	\$2.41	\$2.83	\$2.95	\$3.20
OTHER SERVICES, OPTIONAL **	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
Furniture Lift System	Sq Yd	\$8.91	\$7.43	\$6.90	\$6.90	\$6.90	\$7.43	\$7.41
Furniture Removal / Replacement	Hour	\$96.35	\$91.00	\$83.51	\$83.51	\$83.51	\$83.51	\$86.90
ADDITIONAL INFORMATION**	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
The State may determine a need for storage beyond (30) thirty days or agreed upon timeframe. Contractors are to include pricing for this optional program.	Sq. Ft (skid size)	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10

State of Michigan

Contract #230000001067

Tarkett Alliance/Customer Number: 20019146

Pricing Effective: August 7, 2023 to August 6, 2026

HOMOGENEOUS VINYL SHEET							
Style Code	Style Number	Style Description	Gauge	SY per Roll	Roll Size	State of Michigan Price	UOM
OPT-R	N500755	iQ Optima (1 - 500 sy purchase)	2 mm	59.7	6'6" Width	\$28.99	SY
OPT-R	N500755	iQ Optima (501+ sy purchase)	2 mm	59.7	6'6" Width	\$26.99	SY
GRT-R	N500749	iQ Granit (1 - 500 sy purchase)	2 mm	59.7	6'6" Width	\$28.99	SY
GRT-R	N500749	iQ Granit (501+ sy purchase)	2 mm	59.7	6'6" Width	\$26.99	SY
EMI-R	N518050	iQ Eminent (1 - 500 sy purchase)	2 mm	59.7	6'6" Width	\$28.99	SY
EMI-R	N518050	iQ Eminent (501+ sy purchase)	2 mm	59.7	6'6" Width	\$26.99	SY
HETEROGENEOUS VINYL SHEET							
Style Code	Style Number	Style Description	Gauge	SY per Roll	Roll Size	State of Michigan Price	UOM
ACW-R	N500739	Acczent Wood (1 - 500 sy purchase)	2 mm	55	6'6" Width	\$26.20	SY
ACW-R	N500739	Acczent Wood (501+ sy purchase)	2 mm	55	6'6" Width	\$23.82	SY
ACC-R	N510380	Acczent Concrete (1 - 500 sy purchase)	2 mm	55	6'6" Width	\$26.20	SY
ACC-R	N510380	Acczent Concrete (501+ sy purchase)	2 mm	55	6'6" Width	\$23.82	SY
FLR-R	N510383	Acczent Flourish (1 - 500 sy purchase)	2 mm	55	6'6" Width	\$26.20	SY
FLR-R	N510383	Acczent Flourish (501+ sy purchase)	2 mm	55	6'6" Width	\$23.82	SY
PER-6	N516544	Performa 6' (1 - 500 sy purchase)	2 mm	50	6' Width	\$18.59	SY
PER-6	N516544	Performa 6' (501+ sy purchase)	2 mm	50	6' Width	\$17.35	SY

Schedule B - Pricing
Change Notice 2, Attachment 1

State of Michigan

Contract #230000001067

Tarkett Alliance/Customer Number: 20019146

Pricing Effective: August 7, 2023 to August 6, 2026

FINISHING ACCESSORIES						
Style Code	Style Number	Style Description	List Price	Discount off List Price	State of Michigan Price	UOM
SCC-XX-A	N501179	Resilient Cove Cap (Round)	\$1.02	51.96%	\$0.49	LF
SCC-XX-B	N501181	Resilient Cove Cap (Square)	\$1.02	51.96%	\$0.49	LF
SCC-XX-D	N501180	Resilient Cove Cap Self Stick	\$2.04	53.43%	\$0.95	LF
WELD ROD						
Style Code	Style Number	Style Description	List Price	Discount off List Price	State of Michigan Price	UOM
WRC	N500762	Weld Rod - Multi Color (for HO or HE)	\$93.59	25.96%	\$69.29	CTN
WR	N501073	Weld Rod - Solid (for HO or HE)	\$78.29	27.53%	\$56.74	CTN
ADHESIVE						
Style Code	Style Number	Style Description	List Price	Discount off List Price	State of Michigan Price	UOM
925-4	297038066	925 Resilient Flooring Adhesive 4-gal	\$277.69	33.22%	\$185.45	EA
310	297038310	Power Tape - 1"	\$389.48	28.65%	\$277.88	CTN
335	297038335	Power Tape - 3.5"	\$318.01	27.75%	\$229.75	CTN



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**

to

Contract Number **MA230000001067**

CONTRACTOR	Tarkett USA Inc.
	30000 Aurora Road
	Solon OH 44139
	Cathy Hake
	706-259-2657
	Cathy.Hake@tarkett.com
	VC0016208

STATE	Program Manager	Curt Myers	DTMB
		517-719-8168	
		myersc@michigan.gov	
	Contract Administrator	Susan Watt-Smith	DTMB
		517-230-0535	
		wattsmiths@michigan.gov	

CONTRACT SUMMARY				
Modular Carpet Tile, Floor Covering & Related Products and Services - Statewide				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 7, 2023	August 6, 2026	3 - 12 Months	August 6, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		4 - 40 Days		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$6,000,000.00	\$0.00	\$6,000,000.00		

DESCRIPTION
<p>Effective July 2, 2024, the updates in Change Notice 1, Attachment 1, are incorporated.</p> <p>Please note Bonnie Jacobs, Bonnie.Jacobs@tarkett.com, 616-255-6959 replaces Elyse Bertling as "Contractor Program Manager" for Tarkett USA, Inc., and Gavin Ruehle, Gavin.Ruehle@lansingtile.com, 517-204-7023, replaces Scott Fahey as "Sub-Contractor / Installation Project Manager" for Lansing Tile & Mosaic.</p> <p>All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.</p>

Change Notice 1, Attachment 1
Contract No. 230000001067
Tarkett USA, Inc.

1) Schedule B, Pricing: The attached Schedule B, Pricing updates and replaces the previous Schedule B, which incorporates:

- **Powerbond 6' Roll (for purchase by State of Michigan only)**
 - Add the following Styles:
 - Applause III (Style Code 02803)
 - Assertive Action (Style Code 04837)
 - Assertive Stria (Style Code 04839)
 - Colorknit (Style Code 11128)
 - Geoknit (Style Code 10887)
 - Maelstrom (Style Code 04849)
 - Plexus Color IV (Style Code 02875)
 - Texturemap (Style Code 11129)
 - Discount off List Price per Square Yard (SY) Varies by Style
- **Luxury Vinyl Tile (LVT):**
 - Add Style "Event"
 - Discount is 43.58% off List Price per Square Foot (SF)
- **Vinyl Composition Tile (VCT):**
 - Add Standard VCT, Style Number: N517710, Style Code: Various
 - Discount is 48.55% off List Price per Carton
- **Oil & Grease Resistant Rubber Tile, Treads, Risers:**
 - Discount is Various by Item, Style off List Price
- **Adhesive Tape:**
 - Add TarkettTape
 - Discount is 40.13% off List Price
- **Stair Tread Labor:**
 - Add Angle Fit Tread (with or without Riser) Prep & Installation
 - Add Angle Fit Tread (with or without Riser) Demo & Dispose
 - Prices are per Linear Foot (LF)
- **Manufacturer Overages:**

Orders for Standard Products are Subject to the following Shippable Overage Conditions Per Item Ordered:

 - 1,500 Square Yards or less 5%
 - 1,501 to 5,000 Square Yards..... 2%
 - 5,001 Square Yards or More 1%

Overage does not apply to orders for available finished inventory

Tarkett USA Inc.

SCHEDULE B – PRICING (REVISED)

Contract No. 230000001067

Modular Carpet Tile, Floor Covering & Related Products and Services

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using this document. The pricing schedule must be submitted in a modifiable format (e.g., Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.

2. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

3. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Quick payment terms: _____ % discount off invoice if paid within _____ days after receipt of invoice.

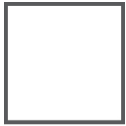
4. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

5. Contractor must offer 1 or more Product Lines and their associated Firm-Fixed Discount(s).

(Pricing Tables on following pages)

Note: the format of the following Pricing Tables in Schedule B has changed but all pricing and specifications remain the same.

Schedule B - Pricing
Change Notice 1



MODULAR

State of Michigan

Contract #230000001067

Tarkett Alliance/Customer Number: 20019146

Pricing Effective: August 7, 2023 thru August 6, 2026

MODULAR TILE & POWERBOND							
Style Code	Style Description	Backing Code	Backing Description	List Price	Discount Off List Price	State of Michigan Price	UOM
02803	Applause III	GU	ethos® Modular with Omnicoat	\$62.34	51.96%	\$29.95	SY
04837	Assertive Action	GU	ethos® Modular with Omnicoat	\$97.20	66.08%	\$32.97	SY
04838	Assertive Rib	GU	ethos® Modular with Omnicoat	\$101.56	70.91%	\$29.54	SY
04839	Assertive Stria	GU	ethos® Modular with Omnicoat	\$116.50	74.64%	\$29.54	SY
11130	Colormap	GU	ethos® Modular with Omnicoat	\$52.82	56.17%	\$23.15	SY
10887	Geoknit	GU	ethos® Modular with Omnicoat	\$45.52	48.22%	\$23.57	SY
04849	Maelstrom	GU	ethos® Modular with Omnicoat	\$54.12	47.28%	\$28.53	SY
02875	Plexus Colour IV	GU	ethos® Modular with Omnicoat	\$89.06	55.29%	\$39.82	SY
11284	Tailored Madras	GU	ethos® Modular with Omnicoat	\$46.03	45.49%	\$25.09	SY
11129	Texturemap	GU	ethos® Modular with Omnicoat	\$52.98	56.30%	\$23.15	SY

Schedule B - Pricing
Change Notice 1



BROADLOOM

State of Michigan

Contract # 230000001067

Tarkett Alliance/Customer Number: 20019146

Pricing Effective: August 7, 2023 thru August 6, 2026

BROADLOOM							
Style Code	Style Description	Backing Code	Backing Description	List Price	Discount Off List Price	State of Michigan Price	UOM
44069	Acadia	SL	Super-Lok®	\$32.58	39.90%	\$19.58	SY

Schedule B - Pricing
Change Notice 1

State of Michigan

Contract #230000001067

Tarkett Alliance/Customer Number: 20019146

Pricing Effective: August 7, 2023 thru August 6, 2026

FLEXIBLE STANDARD STYLES							
Style Code	Style Description	Backing Code	Backing Description	List Price	Discount Off List Price	State of Michigan Price	UOM
Varies	Flexible Standard - Ethos	GU	ethos® Modular with Omnicoat	\$91.11	31.58%	\$62.34	SY
Varies	Flexible Standard - PB	M	Powerbond Cushion	\$70.86	25.76%	\$52.61	SY

Schedule B - Pricing
Change Notice 1



TILE + PLANK

State of Michigan

Contract #230000001067

Tarkett Alliance/Customer Number: 20019146

Pricing Effective: August 7, 2023 thru August 6, 2026

LVT					
Style Number	Series	List Price	Discount Off List Price	State of Michigan Price	UOM
N512191	Contour	\$7.89	44.74%	\$4.36	SF
N518360	Even Plane	\$8.62	58.47%	\$3.58	SF
N512187	Event	\$6.85	43.65%	\$3.86	SF
N516470	iD Latitude	\$5.32	52.63%	\$2.52	SF

**Schedule B - Pricing
Change Notice 1**

State of Michigan

Contract # 230000001067

Tarkett Alliance/Customer Number: 20019146

Pricing Effective: August 7, 2023 thru August 6, 2026

VINYL COMPOSITION TILE - VCT									
Style Code	Style Number	Style Description	Gauge	SF per Carton	Tile Size	List Price	Discount Off List	State of Michigan Price	UOM
Various	N517710	Standard VCT (Full Cartons Only)	1/8"	45	12" x 12"	\$104.96	48.55%	\$54.00	CTN
WALL BASE (Full Cartons Only)									
Style Code	Style Number	Style Description	Type	LF per Carton	Gauge/Height	List Price	Discount Off List	State of Michigan Price	UOM
CB(T)-4	N510602	Traditional TPV Vinyl TOE or TOELESS	Coil	120'	1/8" / 4"	\$1.16	37.93%	\$0.72	LF
CB(T)-4	N501148	Traditional TPV Vinyl TOE or TOELESS	4' sections	120'	1/8" / 4"	\$1.16	37.93%	\$0.72	LF
CB(T)-6	N516018	Traditional TPV Vinyl TOE or TOELESS	Coil	100'	1/8" / 6"	\$1.56	30.13%	\$1.09	LF
CB(T)-6	N501150	Traditional TPV Vinyl TOE or TOELESS	4' sections	100'	1/8" / 6"	\$1.56	30.13%	\$1.09	LF
DC(T)-4	N510604	Traditional TPR Rubber TOE or TOELESS	Coil	120'	1/8" / 4"	\$1.60	46.88%	\$0.85	LF
DC(T)-4	N500719	Traditional TPR Rubber TOE or TOELESS	4' sections	120'	1/8" / 4"	\$1.60	46.88%	\$0.85	LF
DC(T)-4.5	N517963	Traditional TPR Rubber TOE or TOELESS	Coil	120'	1/8" / 4.5"	\$1.77	46.89%	\$0.94	LF
DC(T)-6	N516022	Traditional TPR Rubber TOE or TOELESS	Coil	100'	1/8" / 6"	\$2.27	42.73%	\$1.30	LF
DC(T)-6	N500722	Traditional TPR Rubber TOE or TOELESS	4' sections	100'	1/8" / 6"	\$2.27	42.73%	\$1.30	LF
DEFIANT OIL & GREASE RESISTANT RUBBER TILE									
Style Code	Style Number	Style Description	Gauge	Tile Size		List Price	Discount Off List	State of Michigan Price	UOM
GRRTSP	0	Raised Round Surface Speckled	1/8"	24" x 24"		\$19.30	41.19%	\$11.35	SF
GRHRTSP	0	Hammered Surfaced Speckled	1/8"	24" x 24"		\$19.30	41.24%	\$11.34	SF
RUBBER TREADS - TREAD ONLY									
Style Code	Style Number	Style Description	Color	Lengths Available		List Price	Discount Off List	State of Michigan Price	UOM
RNRD-SQ	N500970	Raised Round or Square Surface	Solid	3', 3.5', 4', 4.5', 5', 6', 7', 8'		\$21.21	39.56%	\$12.82	LF
HMNT	N500908	Hammered Surface	Solid	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'		\$23.93	46.43%	\$12.82	LF
RNRD/SQSP	N500961	Raised Round or Square Surface	Speckled	3', 3.5', 4', 4.5', 5', 6', 7', 8'		\$25.35	39.53%	\$15.33	LF
HMNTSP	N500929	Hammered Surface	Speckled	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'		\$28.62	46.44%	\$15.33	LF
RUBBER TREADS - TREAD AND RISER									
Style Code	Style Number	Style Description	Color	Lengths Available		List Price	Discount Off List	State of Michigan Price	UOM
RNRD/SQTR	N500973	Raised Round or Square Surface	Solid	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'		\$26.73	39.51%	\$16.17	LF
HNTR	N500937	Hammered Surface	Solid	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'		\$30.18	46.42%	\$16.17	LF
RNRD/SQTRSP	N500963	Raised Round or Square Surface	Speckled	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'		\$31.03	39.64%	\$18.73	LF
HNTRSP	N500735	Hammered Surface	Speckled	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'		\$35.02	46.52%	\$18.73	LF
DEFIANT OIL & GREASE RESISTANT RUBBER TREAD & RISER									
Style Code	Style Number	Style Description	Color	Lengths Available		List Price	Discount Off List	State of Michigan Price	UOM
GRHNTR	N500888	Hammered Surface Prima	Prima	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'		\$39.44	37.37%	\$24.70	LF
GRHNTR	N500886	Hammered Surface Solid	Solid	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'		\$30.35	27.51%	\$22.00	LF
DEFIANT OIL & GREASE RESISTANT RUBBER TREAD									
Style Code	Style Number	Style Description	Color	Lengths Available		List Price	Discount Off List	State of Michigan Price	UOM
GRHNTRSP	0	Hammered Surface/Extended Depth	Speckled	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'		\$41.35	37.44%	\$25.87	LF
ADHESIVE									
Style Code	Style Number	Style Description	Type	Packaging		List Price	Discount Off List	State of Michigan Price	UOM
960-G	297038000	960 Wall Base Adhesive	1 Gallon Unit	x4 1-gallon units		\$125.52	36.50%	\$79.70	CTN
960-4	297038001	960 Wall Base Adhesive	4 Gallon Unit	4-gallon		\$83.01	33.88%	\$54.89	EA
960	250458150	960 Wall Base Adhesive	32 oz. Cartridge	12/Box		\$80.90	27.03%	\$59.03	CTN
959HM-4	N518100	959 HM Vinyl Tile & Plank Adhesive	4 Gallon Unit	4-gallon		\$192.27	14.30%	\$164.77	EA
ROLLSMART	297038073	RollSmart	4 Gallon Unit	4-gallon		\$354.59	36.55%	\$225.00	EA

Schedule B - Pricing Change Notice 1

State of Michigan

Contract # 230000001067

Tarkett Alliance/Customer Number: 20019146

Pricing Effective: August 7, 2023 thru August 6, 2026



ACCESSORIES

SUNDRIES						
Product Description & Use	Spread Rate	Style	UOM	List Price	Discount off List	State of Michigan Price
MODULAR PRODUCTS						
C-12E Pressure Sensitive Adhesive--Flex-Aire & Desso Only	133-155 Square Yards	604734021	4 Gallon Pail	\$126.52	26.00%	\$93.62
C-EX Adhesive--ethos <small>*Note: Existing adhesive needs to be removed and the floor primed with C-56. If new concrete has a high level of porosity, C-36E primer is suggested. Do not use with Flex-Aire backing.</small>	133-155 Square Yards	604734022	4 Gallon Pail	\$126.52	26.00%	\$93.62
C-GU HM Adhesive--ethos only <small>Solvent-free, acrylic adhesive For use on concrete where moisture limits exceed C-EX</small>	60-80 square yards/4 gallon	604734024	4 Gallon Pail	\$126.52	26.00%	\$93.62
TarkettTape@+---ethos Modular & Flex-Aire Modular Only <small>See Technical Bulletin for further configurations.</small>	144 Square Yards per Roll for 24"x24"	604737028	Roll	\$158.17	26.00%	\$117.05
POWERBOND PRODUCTS						
C-16E Adhesive	44-55 Square Yards	604734010	4-Gallon Pail	\$93.32	26.00%	\$69.06
	528-660 Square Yards		48-4 Gallon Pails	\$87.54	26.00%	\$64.78
BROADLOOM PRODUCTS						
B-19 Greenbond Adhesive	40-48 Square Yards	604734001	4-Gallon Pail	\$47.44	26.00%	\$35.11
PRIMERS, SEALERS, AND CLEANERS						
C-36E Primer (Porous concrete floors must be primed)	133-177 Square Yards	604735013	4-Gallon Pail	\$63.68	26.00%	\$47.13
C-56 Primer (Encapsulates trace amounts of old adhesive) <small>DO NOT USE with Powerbond Cushion or Medfloor</small>	120-140 Square Yards	604735012	4-Gallon Pail	\$126.52	26.00%	\$93.62
Seam Weld-54 (Not for sale in California) <small>Do not use with Powerbond ethos Cushion. Cleans with Seam Cleaner 77.</small>	800 Linear Feet	604735005	QT	\$16.50	26.00%	\$12.21
C-XL Seam Weld (Powerbond & Broadloom) (To be sold in California) <small>Meets SCAQMD, BAAQMD, Water-Based (Cleans with Water)</small>	400 Linear Feet	604735019	QT	\$20.96	26.00%	\$15.51
Power-Weld Seam Weld (Powerbond) (To be sold in California) <small>Meets SCAQMD, BAAQMD (Cleans with Acetone)</small>	400 Linear Feet	604735024	QT	\$20.96	26.00%	\$15.51
Seam Cleaner 77 (Not for sale in California) <small>Do not use with Powerbond ethos Cushion</small>	1,600 Linear Feet	604735007	QT	\$17.24	26.00%	\$12.76
LVT PRODUCTS						
RollSmart	1,400 -1,600 Square Feet	297038073	4-Gallon Pail	\$278.71	26.00%	\$206.25
*Approved for Contour, iD Latitude, Event, MetalEdge	350-400 Square Feet	297038074	Gallon Pail	\$73.81	26.00%	\$54.62
LVT Rollable	1,400 -1,600 Square Feet	297038080	4-Gallon Pail	\$324.97	26.00%	\$240.48
*Approved for iD Latitude	350-400 Square Feet	297038081	Gallon Pail	\$76.69	26.00%	\$56.75
Tarkett 959HM Vinyl Tile and Plank Adhesive <small>*Approved for Contour, iD Latitude, Event, Even Plane & MetalEdge. Solvent-free easy to apply adhesive</small>	150-175 Square Feet/gal (Porous) 250-300 Square Feet/gal (Non-porous)	297038082	4-Gallon Pail	\$166.34	26.00%	\$123.09
975 Two-Part Urethane Adhesive <small>*Approved for Contour, iD Latitude, Event, Even Plane & MetalEdge.</small>	150 Square Feet	297038014	Gallon Pail	\$189.73	26.00%	\$140.40
	300 Square Feet	297038020	2-Gallon Pail	\$340.88	26.00%	\$252.25
CENTI 2001 Wet Set Adhesive *Approved for Victory <small>Recommended adhesive for installation over porous subfloor only</small>	125 Square Feet per Gallon	250458000	4-Gallon Pail	\$108.16	26.00%	\$80.04
CENTI 2000 Epoxy Adhesive *Approved for Victory	120-130 Square Feet per Gallon	250458001	1-Gallon Pail	\$69.31	26.00%	\$51.29
Tarkett SureStart™ Underlayment	Roll Size: 36 inches x 33.33 feet	500033006	Square Feet	\$0.64	26.00%	\$0.47
	Roll Size: 54 inches x 44.4 feet	500033007	Square Feet	\$0.64	26.00%	\$0.47
METAEDGE TRANSITION STRIPS-AVAILABLE IN 4 COLORS (STEEL, IRONSTONE, BLACK PEARL & BRASS)						
MetalEdge 001 12' Strip	N/A	N515881	Each	\$25.81	26.00%	\$19.10
MetalEdge T02 12' Strip	N/A	N515882	Each	\$25.81	26.00%	\$19.10
MetalEdge 003 12' Strip	N/A	N515883	Each	\$25.81	26.00%	\$19.10
MetalEdge 004 4' Strip - Leveler Only. Use w/ MetalEdge 003	N/A	440270002	Each	\$14.84	26.00%	\$10.98
SOFT SURFACE MAINTENANCE						
SYON-5®	1 Pint - 12 per Carton	604735010	Carton	\$156.97	26.00%	\$116.16
	4 Gallons per Carton	604735011	Carton	\$162.11	26.00%	\$119.96
Carpet Rescue Kit	N/A	604735003	Each	\$71.29	26.00%	\$52.75
Seam Trimmer - Double Blade	N/A	604736008	Each	\$176.80	26.00%	\$130.83
Extra Blades (5 per pack) k#PBR-1	N/A	604736005	Pack	\$4.75	26.00%	\$3.51
Circular Repair Cookie Cutter	N/A	604736007	Each	\$23.73	26.00%	\$17.56
MISCELLANEOUS						
power (Shield)®	6' x 75' - 50 Yards (Roll)	605817004	Square Yard	\$5.75	26.00%	\$4.25

State of Michigan
Contract #230000001067
Tarkett Alliance/Customer Number: 20019146
Pricing Effective: August 7, 2023 thru August 6, 2026

[illegible]



STATE OF MICHIGAN PROCUREMENT
Department of Technology, Management, and Budget
320 S. Walnut St., 2nd Floor North
Lansing, MI 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **230000001067**
between
THE STATE OF MICHIGAN
and

CONTRACTOR	Tarkett USA Inc.
	30000 Aurora Road
	Solon, OH 44139
	Cathy Hake
	706-259-2657
	Cathy.Hake@tarkett.com
	VC0016208

STATE	Program Manager	Various – See List Below	Various
	Contract Administrator	Susan Watt-Smith	DTMB
		517-230-0535	
		WattSmithS@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Modular Carpet Tile, Floor Covering & Related Products and Services - Statewide			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
8/7/2023	8/6/2026	3, One Year	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		4-40 days	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER. This Contract Agreement is awarded on the basis of the State's inquiry bearing the solicitation number 230000000184. Orders for Delivery will be issued directly by the Departments through the issuance of a Delivery Order (DO).			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			6,000,000.00

**Program Managers
for
Multi-Agency & Statewide Contracts**

	AGENCY	NAME	PHONE	EMAIL
1	DTMB	Curt Myers	517-719-8168	myersc@michigan.gov
2	DHHS	Susan Moyer	517-242-2069	moyers2@michigan.gov
3	MSP	Dawn Davis	517-242-0621	davisd35@michigan.gov
4	MDOT	Keith Belonga	517-243-3908	belongak@michigan.gov
5	DMVA	Gregory Pawlak	517-481-7655	pawlakg@michigan.gov

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Tarkett USA Inc. (“**Contractor**”), an Ohio Corporation. This Contract is effective on August 7, 2023 (“**Effective Date**”), and unless terminated, will expire on August 6, 2026 (the “**Term**”).

This Contract may be renewed for up to three (3) additional one (1) year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables (the “**Contract Activities**”) described in a Statement of Work; the initial Statement of Work is attached as Schedule A – Statement of Work. An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities unless otherwise specified in a Statement of Work.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail

without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
See Contract Administrator information shown below.	Elyse Bertling 32720 W. Haverford Franklin, MI 48025 Elyse.Bertling@Tarkett.com 248-346-8733

3. **Contract Administrator.** The Contract Administrator, or the individual duly authorized for each party, is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Susan Watt-Smith Elliott Larsen Building, 2N 320 S. Walnut St. Lansing, MI 48933 WattsmithS@michigan.gov 517-230-0535	Cathy Hake 1735 Cleveland Hwy Dalton, GA 30721 Cathy.Hake@Tarkett.com 706-259-2657

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”). See also Schedule A, Section 3.1.3:

State:	Contractor:
Curt Myers 3111 West St. Joseph Street Lansing, MI 48917 MyersC@michigan.gov 517-719-8168	Elyse Bertling 32720 W. Haverford Franklin, MI 48025 Elyse.Bertling@Tarkett.com 248-346-8733

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.**
See Schedule C.
7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions

with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

- 8. Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

- 9. Relationship of the Parties.** The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.
- 10. Intellectual Property Rights.** If a Statement of Work requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.
- 11. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the

State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

- 12. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.
- 13. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in a Statement of Work, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- 14. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 15. Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

- 16. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.
- 17. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in a Statement of Work. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 24, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

- 18. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in a Statement of Work. All containers and packaging become the State's exclusive property upon acceptance.
- 19. Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

20. Warranty Period. The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in a Statement of Work. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.

21. Invoices and Payment. Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities provided as specified in a Statement of Work. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

22. Reserved.

23. Stop Work Order. The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

24. Termination for Cause. (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of any facility, data, or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (iii) engages in any conduct that may expose the State to liability; (iv) breaches any of its material duties or obligations under this Contract; or (v) fails to cure a breach within the time stated by the State in a notice of breach, if in its sole discretion the State has chosen to provide a time to cure. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Contract Activities accepted by the State under this Contract or (ii) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 25, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. Contractor must promptly reimburse to the State any fees prepaid by the State prorated to the date of such termination, including any prepaid fees. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

25. Termination for Convenience. The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor

for Contract Activities accepted by the State under this Contract, or (b) continue to perform the Contract Activities in accordance with Section 26, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

- 26. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed **365** calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 27. Return of State Property.** Upon termination or expiration of this Contract for any reason, Contractor must take all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to the Contractor by any entity, agent, vendor, or employee of the State.
- 28. Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially

prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

- 29. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 30. Limitation of Liability and Disclaimer of Damages.** **IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 31. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this

Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

32. State Data. All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing or commercial purposes.

33. Reserved.

34. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the

subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

35. Reserved.

36. Reserved.

37. Reserved.

38. Records Maintenance, Inspection, Examination, and Audit. Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all records related to the Contract through the term of

the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. Representations and Warranties. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.

40. Conflicts and Ethics. Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor

must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 41. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 42. Prevailing Wage.** Contractor must comply with prevailing wage requirements, to the extent applicable to this Contract.
- 43. Reserved.**
- 44. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 45. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 46. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.
- 47. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 48. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

49. Dispute Resolution. The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

50. Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

51. Schedules. All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Title	Document Description
Contract Terms	Provides legal terms for the contract
Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	Insurance Requirements
Schedule D	Modular Carpet Tile Installation Specifications
Schedule E	State of Michigan Prosperity Regions
Schedule F	RESERVED
Schedule G	Warranty Information
Exhibit 1	Tarkett Installation Guide
Exhibit 2	Tarkett Maintenance Manual
Exhibit 3	Tarkett State of Michigan Org Chart
Exhibit 4	Tarkett Installation & Floor Preparation Instructions

- 52. Entire Agreement and Order of Precedence.** This Contract, which includes Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Statement of Work; (b) second, Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 53. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 54. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 55. Survival.** Any right, obligation, or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.
- 56. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Contract No. 230000001067

Modular Carpet Tile, Floor Covering & Related Products and Services

SCOPE

This contract is for carpets, resilient flooring and related services including but not limited to all warranty service, customer services, installation services, and sales services.

The purchases will primarily be modular carpet tiles, but the State also reserves the right to purchase resilient flooring as needed. Contractor will provide a discount off list price for broadloom carpets and resilient flooring. Specifications for these items will be provided as needed by the project.

The State may in some instances only order modular carpet tiles since many departments have staff available for installation. However, the Contractor will be expected to manage the entire project when modular carpet tiles and installation is required. Please note that once a contract is established, the State still retains the right to utilize other vendors for installations services for certain projects, if it is determined to be in the best interest of the State.

Locations to be serviced include State properties, owned or leased if carpet is the State's responsibility. Contractor may offer lessors the State rate for State lease locations, at their discretion. Prevailing wage rates apply to all services performed in State owned or leased facilities.

REQUIREMENTS

1. General Requirements

All materials used in the manufacturing process to be considered for use by the State of Michigan must be those which are best suited to produce a quality product by adhering to the following:

- All products must be free from defects, which affect the appearance and serviceability of the products.
- All products must be designed and manufactured to withstand daily usage over an extended period of time with minimum maintenance and repair.
- All products to be proposed must be equal to those supplied to the general trade and must also be the same as those listed in the manufacturers' most current catalog, specifications, and other literature.

1.1. Modular Carpet Tile

All modular carpet tiles proposed to the State must be a standard product (running line) currently offered by a manufacturer not a special product manufactured just for this State of Michigan bid. **At a minimum, each product offered by the Contractor must meet the following performance specifications:**

Characteristic	Requirement
Yarn type	Nylon 6 or 6.6
Dye Method	Solution dyed / Yarn dyed
Primary Backing	Tufted 100% woven or non-woven synthetic
Secondary Backing	Backing available in both regular and/or self-adhesive. Self-adhesive backing must be pressure sensitive, releasable, and environmentally friendly (PVC free). For regular backing, the glue recommended must also be pressure sensitive, releasable, and environmentally friendly.
Installation Method	Monolithic, Quarter Turn, or per manufacturer's recommended installation method.
Carpet Useful Life	Specified number of years the manufacturer determines that the carpet will maintain the industry standards for CRI TM101-Assessment of Carpet Surface Appearance Change in Moderate to heavy traffic.

Characteristic	Requirement	Test Number	Testing
Yarn type	Nylon 6 or 6.6	ASTM D2859	
Static Control	≤ 3.5 KV	AATCC TM 134	AATCC 171 HWE 5 times before test - Not to exceed 3.5 kV
Gauge	$\geq 1/10''$	ASTM D 418	
Stitches per inch	≥ 8 per inch	ASTM D418	
Face Weight	≥ 18 oz./yrd ²	ASTM D5848	Weight measured per square yard
Pile Density	≥ 7000	ASTM D6859 or ASTM D7241	Pile density = 36 x pile weight (oz./sq yd.) / pile thickness 9inches)
Delamination Strength	≥ 3 lbs. /inch	ASTM D3936	When primary and face yarns separate from the secondary backing
Tuft Bind	≥ 8 lbs.	ASTM D1335	The force required to pull a tuft from the carpet backing

Dimensional stability	± 0.027 Machine and cross direction	AACHEN	
Flammability - Radiant Panel	>0.45 watts/cm ² critical radiant flux	ASTM E648	Class 1 - Fire spread rate - Comply with federal/state/local requirements
Flammability - Smoke Density	Less than 450 Dm	ASTM E662	Measures density of smoke by carpet in flaming modes
Federal Flammability standard	One out of eight test specimens must burn a distance of 3" from the point of ignition	ASTM 2859 / CPSC FF1-70	
Colorfastness to Light	≥ 4 on AATCC Gray Scale for Color Change	AATCC TM 16E	International Gray Scale for Color Change/ no less than 3 after 80 AFU's
Colorfastness to atmospheric contaminants	≥ 4	AATCC TM 164 (resistance to fade from oxides of nitrogen) and AATCC TM 129 (resistance to fade from ozone) for 2 cycles	Resistance to fade from ozone using International Gray Scale
Colorfastness to crocking	≥ 4	AATCC TM 165-2004	Use AATCC Chromatic Transference Scale for both wet and dry
Stain Resistance	≥ 8.0 (10.0 is best)	AATCC TM 175-2008	After 2 AATCC171 HWE use AATCC Red Dye 40 Stain Scale
Soil Resistance	>450 ppm	CRI TM-102	All carpets presented are to have a fluorochemical agent applied during manufacturing in strict accordance with the Fluorochemical manufacturer's published instructions
Modification Ratio	≤ 2.8 for moderate to heavy ≤ 2.2 heavy to severe		The size of the outer circle's circumference of the fiber is compared to the size of the inner circle's circumference.
Coloration/ Patterning	Heathered; 12 colors		
Texture Retention Rating	≥3.5	ASTM D5252 (Hexapod)	Determine the surface appearance change in pile yarn floor covering

Roller Chair Test	No edge ravel or delamination after 25,000 cycles	ASTM D6962 – 12	Used to determine delamination, pile surface, tuft bind and pile yarn raveling
Backing Moisture Barrier	Pass, Attach Test	British Spill Test / 10,000 Impact Test	Backing Moisture Penetration
Recycling	Free		
Third Party Certification	Requirement	Test Number	Testing
CRI Green label plus	Green Label Plus	ANSI - IEC Guide 65	Establishes standards for indoor air quality (IAQ)
MBDC cradle to cradle	Basic, Silver, Gold, or Platinum		The materials and manufacturing practices of each product are assessed in five categories: Material Health, Material Reutilization, Renewable Energy Use, Water Stewardship, and Social Responsibility.
NSF/ANSI - ISO 140 Sustainable Assessment for Carpet	Not Certified, Silver, Gold, or Platinum	NSF/ANSI 140	Sustainability evaluation and certification of carpet products across their entire life cycle.
ISO 14001	Third-party certified to ISO 14001		Environmental Management System
ISO 9000	Third-party certified to ISO 9000		Quality Management System
USGBC LEED	Not Certified, Silver, Gold or Platinum		

1.2. Luxury Vinyl Tile

All luxury vinyl tiles proposed to the State must be a standard product (running line) currently offered by a manufacturer not a special product manufactured just for this State of Michigan bid. The State prefers LVT that is American made. **At a minimum, each product offered by the Contractor must meet the following performance specifications:**

Characteristic	Requirement
Product Type	Glue Down LVT
Overall Thickness	Minimum 3.0 mm (0.12")
Wear Layer	Minimum 20 mil (0.5 mm)

Performance Layer	Techtonic
Approximate Size	7.72" x 51.97"
Approximate Square Feet Per Carton	36.22 sf/carton
Approximate Pounds Per Carton	30.42 lbs./carton
Installation Method	Glue Direct
Warranty	15 Year Commercial Warranty
Industry Standard	ASTM F1700, Class III, Type A - Smooth, Type B - Embossed
Certification	FloorScore
Static Load	ASTM F970 - Passes, modified at minimum 1000 psi
Dimensional Stability	ASTM F2199 - Passes
Residual Indentation	F1914: Passes
Resistance to Chemicals	ASTM F925: Passes
Resistance to Heat	ASTM F1514: Passes
Resistance to Light	ASTM F1515: Passes
Critical Radiant Flux	ASTM E648: Class I
Smoke Density	ASTM E662 Part A - Less than 450
Flexibility	ASTM F137: Passes
Country of Origin	United States
Backing Class	Commercial Grade
Coefficient of Friction	ASTM D2047, Slip Resistance - ≥ 0.5 , meets the recommended static coefficient of friction for ADA walking surfaces
Colors and Patterns	Selected by the State of Michigan
Construction	Heavy Commercial
Environmental	Free of Ortho-Phthalate plasticizers

1.3. Backing

1.3.1 Backing must be available in regular and/or self-adhesive.

1.3.2 Self-adhesive backing must be pressure sensitive, releasable, and environmentally friendly.

1.3.3 For Regular backing, the glue recommended must also be pressure sensitive, releasable, and environmentally friendly.

1.3.4 Contractor must provide the following manufacturer recommended adhesive types for their product lines including but not limited to: Multi-Purpose, Higher pH and Moisture Resistant, Pressure Sensitive, Sealant/Primer for self-adhesive modular carpet tile, Sealant/Primer for installation over VCT tiles.

1.4. Warranties

The State requires, at a minimum, a fifteen-year warranty on new carpets. The Contractor must provide, at no charge to the State, a written warranty for the Product (carpet includes backing system and attached or separated cushion) and Installation under “normal use” which the State of Michigan defines as Monday - Friday, 12 hours per day. Warranty must cover the list provided in Table 1. below.

Table 1:

Surface Wear	No more than 10% face yarn loss by weight in normal use
Static	By permanent means (i.e., antistatic filaments) and without chemical treatment, static generation below 3.5 kilovolts. Electrostatic Propensity (Step & Scruff): AATCC 134
Edge ravel	Guaranteed no edge ravel in normal use
Delamination	Guaranteed no delamination in normal use (no chair pads required)
Tuft Bind	Guaranteed not to zipper, wet or dry.
Adhesive	Guaranteed that the adhesive will bond the carpet to the properly prepared substrate. Substrate must meet manufacturer's recommended floor preparation procedures.
Lightfastness, Atmospheric Contaminant and Stain resistance	Guaranteed stain resistance and a 10-year Lightfastness, Atmospheric Contaminant and Crocking (AATCC 165, not less than 4) Warranty.
Backing	Guaranteed no yarn zippering, fuzzing, pilling seams unravelling, backing delamination, and moisture perviousness. Spill containment is critical as well, thus the need for backing systems that will not allow the contaminant to reach the subfloor.

1.4.1 Warranty Information

Contractor shall provide a copy of the written warranty outlining warranty lengths and exclusions. Refer to Schedule G – Tarkett Product Warranty Information.

Contractor's parameters of lifetime warranty covering Powerbond® products are:

- a. The lifetime warranty begins when the carpeting is purchased.
- b. The carpet must be installed in accordance with Tarkett USA Inc. installation guidelines and specifications.
- c. The carpet must be maintained in accordance with Tarkett USA Inc. maintenance (carpet care) recommendations and such maintenance (carpet care) continues throughout the duration of the original installation.
- d. The lifetime warranty is limited to the period of time the carpet is owned and maintained by the original end use purchaser. Tarkett USA Inc. certified installer, Lansing Tile, will provide the State with a two-year installation warranty.

1.4.1.1. Process and Timeframe for Reporting Issues

The State of Michigan's first point of contact for repairs, warranty issues or timeframes is the Contractor's Program Manager, Elyse Bertling, who will evaluate any issues involving defects on a case by case basis. The Elyse Bertling will work with the Lansing Tile to provide any field remediation necessary in order to find a solution as quickly as possible and reduce any disruption to the local business. In the event of a need for repair, replacement or installation issue, Elyse Bertling will arrange a site visit within 48 hours to provide an initial assessment of the situation. Once a resolution action plan is established, Elyse will immediately communicate with all appropriate parties for implementation. Alternatively, if field remediation is not an option, the Contractor's Program Manager will obtain the necessary information and work with the Tarkett USA Inc. Claims Department to expedite the solution within 48 hours.

1.4.1.2. Process for Repair or Replacement Due to Damaged or Defective Product and/or How Installation Problems will be Rectified

Contractor's Program Manager will coordinate all necessary functions to provide prompt and satisfactory resolution to any concern. If necessary, the Contractor's Program Manager will visit the site to provide an initial assessment of the situation. The Installation Subcontractor, at locations throughout the State of Michigan, may also be dispatched to investigate the claim. Once a resolution action plan is established, the Contractor's Program Manager will immediately communicate with the appropriate parties for implementation. During initial installation, the Installation Subcontractor will develop a "punch list" of items needing correction or completion. The Installation Subcontractor will verify that these items have been handled to the State of Michigan's satisfaction before signing off on the project.

1.4.1.3. Protection of Product Warranty

Tarkett USA Inc. Modular products must be installed in accordance with Tarkett care and maintenance guidelines. The use of Tarkett USA Inc. primers, adhesives, and seam sealers or approved alternatives is required. Failure to conform to these requirements will result in loss of limited warranty coverage.

1.4.2 Warranty Work

Warranty work must be performed by a manufacturer certified crew.

1.4.3 Installation by State

All Warranties must apply if product is installed by State employees that are trained in the manufacturer's recommended installation methods. Training consists of the following:

- a. All subcontractor's employees of Lansing Tile will be fully certified before installation occurs at any State owned or leased facility.
- b. Additionally, Contractor has facilities in Dalton, GA and upon request the State will have the ability to send State employees to Dalton to attend mill tours and installation training specific to our products.

1.4.4 Product Line Requirements

Contractor shall have the ability to make the product line and the colors in each product line that the State selects available and/or compatible for minimum of 5 (five) years after expiration of the Contract.

Contractor's Non-Obsolescence policy means that they will provide any discontinued products from their standard running line to the State as custom orders with nominal minimums required. In the event that raw material suppliers should eliminate the availability of certain components required in the manufacture of the product, the Contractor will endeavor to provide a substitution acceptable to the State.

1.5. Recall Requirements/Defective Product and Procedures

The Contractor must email the State Contract Administrator and Program Manager within thirty (30) business days, at a minimum, of any manufacturer recalls.

1.5.1 The Contractor's Program Manager will arrange a site visit within 48 hours to handle any defects in either material or installation. Additionally, the Contractor's Program Manager will coordinate with the Installation Subcontractor's Project Manager to promptly provide a replacement for the defective product.

1.5.2 Any product or installation defects appearing within the warranty period are to be corrected by the Contractor, in a manner acceptable to the State's Project Manager, at no charge to the State.

1.6. Quality Assurance Program

All products or materials installed under this contract are subject to the approval of the purchasing entity. Any rejected items, goods, materials or installation resulting from noncompliance, defect or performance failure for any reason whether held or returned, must be at the Contractor's expense.

1.7. Incentives

Contractor's special incentives or services including, but not limited to, return policies, trade-in programs, quantity discounts, etc. include the following at no charge to the State:

1. Volume Discounts
2. Free Recycling Support
3. No Restocking Fees
4. Tracking Diversity Spend
5. Source One Turnkey Installation Capabilities https://media.tarkett-image.com/docs/Brochure_SourceOne.pdf
6. Stocking Programs
7. Quick Ship
8. Business Reviews tracking spend and sustainability
9. Designer on Demand – Let our Designer on Demand team do the work!
10. Life Cycle Costing Tool
11. Brilliance Digital Color System – with one digital tool, you can save favorite surfaces to project boards, visualize them in a space, and order samples.

1.8. Transition

Refer to Standard Contract Terms and Conditions, Section 26. Transition Responsibilities.

2. Service Requirements

2.1. Delivery

2.1.1. Delivery Program

The Contractor shall have an established Delivery Program to service locations throughout the State of Michigan.

2.1.2. Standard Delivery Program

The Contractor must provide a Standard Delivery Program. Delivery location may be requested to any State facility within Michigan. Delivery location will be specified on the delivery order release. Standard delivery programs must include a description addressing delivery of product to installer locations, State owned warehouses, and/or directly to jobsite on a just in time basis. Contractor has

negotiated shipping agreements with a number of freight carriers including but not limited to Xpress Global, Delta Distribution, and Braun's Xpress, and will use the most cost-effective means of shipping for the State.

2.1.3. Lead Time

The typical lead time for standard running line products is 4-5 weeks from receipt of a valid purchase order to shipment and approximately 3-5 business days for delivery.

Product	Production Lead Times		Shipping Lead Time
	Manufacturing Lead Time	In Stock Lead Time	Shipping Lead Time
Broadloom	4 – 5 Weeks	N/A	N/A
Carpet Tile	4 – 5 Weeks	N/A	N/A
QuickShip Carpet Products (Q10)	10 Business Days or Less	10 Business Days or Less	10 Business Days or Less
QuickShip Express Carpet Products (QE2)	2 Business Days or Less	2 Business Days or Less	2 Business Days or Less
Luxury Vinyl Tile	4 – 5 Weeks	N/A	N/A
Adhesive	4 – 5 Weeks	N/A	N/A
Cove Base, etc.	4 – 5 Weeks	N/A	N/A

Timeframes for installation services will be determined by the State's Tarkett USA, Inc. certified installer, Lansing Tile, on a project-by-project basis. Contractor will deliver product to the State's Tarkett USA, Inc. certified installer, Lansing Tile; to a State warehouse(s); or to a State job site on a just-in-time basis, according to State needs.

2.1.4. Site Assessment, Recommendations, Product Delivery and Installation for Standard Delivery

Elyse Bertling and Lansing Tile will recommend products based on the State's needs and aesthetics. The Contractor's team will communicate with the State's Procurement team and end users to determine traffic patterns in State facilities and help the State select products that will meet the specific performance requirements of each area (light traffic, medium traffic, heavy traffic, harsh sunlight, aggressive cleaning) to create a standard program for the State. Contractor's standard delivery program for product only is delivery by freight carrier; standard delivery lead time is three to five days. The State's Tarkett USA Inc.'s certified installer, Lansing Tile, will assess the State site and install State products.

The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms. Delivery location may be requested to any State facility within Michigan. Delivery location will be specified on the purchase order release. Contractor's anticipated lead times from receipt of order for product delivery and installation services for standard orders are as follows.

2.1.5. Quick Ship Delivery Program

Contractor provides the State procedures for site assessment, recommendations, product delivery and installation for Quick Ship Delivery Program, as well Contractor's quick ship delivery program for product only (within two (2) to three (3) weeks after receipt of order). The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms. Contractor will modify their quick ship delivery program throughout the Contract period in order to accommodate the State's standard product and color requirements, if needed.

Contractor's Territory Manager will recommend quick ship products based on State traffic patterns and aesthetics. Contractor's standard delivery program for quick ship product is delivery freight carrier; standard delivery lead time is three to five days.

Contractor's quick ship programs offer the following numbers of styles in the listed time frames and quantities:

- a. Tarkett USA, Inc.: **4** modular carpet tile styles in numerous colors available for shipment in 2 weeks or less
- b. Tarkett USA, Inc. carpet tile styles are available up to **1,500** square yards, depending on the style and color.

For short turnaround on products not available for quick ship, Contractor will structure a stocking program for State agencies and stock products for free with forecasting and guaranteed order. The State will be billed following order and shipment.

The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

Contractor's QuickShip program is divided into two categories. QuickShip Express (QE2) products are ready to ship in just two business days to meet your tightest deadlines. For a broader flooring selection, standard QuickShip (Q10) products are out the door in 10 business days or less.

- a. Contractor's Program Manager will advise which products are available in our QuickShip program and assist with recommendations of products for project.
- b. Once project is defined and products are determined, Lansing Tile (Installation Contractor) will do a site assessment and provide a scope of work
- c. Contractor's Program Manager and Lansing Tile (Installation Contractor) will coordinate product delivery
- d. Lansing Tile (Installation Contractor) will complete project installation.

2.1.6. Delivery/Storage

Contractor will provide maximum flexibility for scheduled delivery of product, when required by the State. Including such issues as closely monitoring the project, communicating on regular basis with the State, attending construction meetings related to flooring delivery and installation, providing shorter delivery lead times, compressing manufacturing times, and providing for delayed product delivery or storage up to a maximum of 30 calendar days or agreed upon timeframe at no cost to the state when a building for a certain project is not ready for carpet to be received. The timeframe must begin from the date the product is scheduled to be received at the specified location.

Contractor will provide Just-in-Time delivery (JIT) when needed. In order to shorten lead times, Contractor will stock product for free. With the States forecasting and guaranteed order, Contractor will structure a no fee stocking program that allows access to products at all times. A Tarkett USA, Inc. certified installer, Lansing Tile, will be responsible for scheduling installation.

Contractor's Program Manager will communicate with all parties, including the State Facility, the Lansing Tile Project Manager, and the Contractor's Customer Service/Manufacturing Facility to make sure that all time frames are on schedule and will coincide with the delivery and installation as required by the State. Should the project be delayed, Contractor will hold the material at its facility for an agreed upon amount of time at no additional cost, when required.

2.1.7. Delays and/or Late Shipment/Deliveries

2.1.7.1 Contractor must immediately provide written notice to applicable State Project Manager, and Agency Point of Contact listed on the purchase order, if any situation delays or threatens to delay the timely performance of any order. The notification must include the Contractor's best possible delivery time for the State's approval. If the State does not approve the alternate delivery date (s) (with or without obtaining consideration from the Contractor), the State must have the right to cancel the order (s) in whole or in part without further liability on the State's part. The State also has the right to purchase the goods elsewhere and/or hold the Contractor accountable for all damages and direct costs resulting from the Contractor's unacceptable delivery date (s).

2.1.7.2 If unapproved late deliveries are made, the state may cancel the order (s) in whole or in part, may refuse shipment, purchase the goods elsewhere, and/or hold the Contractor accountable for all damages and direct costs resulting from the Contractor's failure to deliver on schedule. Acceptance of a late delivery by the State must not constitute a waiver of the State's claim for any damage that the late delivery may have caused.

2.1.8. Cancellations/Returns

The State of Michigan may cancel an order for any running line product(s) within the first 24 hours after submitting the order to Tarkett USA Inc. without incurring a cancellation / restocking fee. After the initial 24-hour period, the State may cancel

an order for a running line product(s) subject to a cancellation/restocking fee based upon the percentage of completion of the ordered product(s). The cancellation / restocking fee shall be contingent upon payment of costs incurred as represented in the schedule below:

Stage of Manufacture Process	Cancellation/Restocking Fee Percentage
Yarn (Ordered)	15%
Greige (Tufted)	25%
Finished	35%

Note: There shall be no cancellation of custom product orders.

All returns require a 35% restocking fee plus the cost of returning the material(s). However, if Tarkett USA Inc. is in error, Tarkett USA Inc. will absorb the return freight charge and the restocking fee will be waived.

2.1.9. Incorrect shipment and Procedures

If an incorrect shipment is made, State will notify the Contractor in writing. The Contractor must remove the incorrect product from State's facility, at no charge to State within 14 business days from the date of notice. If the product is not removed, the State will dispose of the product and will not be liable for any cost.

2.2. Installation

2.2.1. Assessments, Management, Walk-Throughs

The Contractor, the subcontractor, and the State agrees to coordinate and work together to achieve agreed upon procedures for project specifications, site assessments, project management and installations, and all walk-throughs

2.2.2. Process

As the manufacturer, the Contractor identifies recommended installation processes including what services are / are not included in the rate for installation. The Contractor's standard installation process at a minimum shall adhere to the manufacturing installation guidelines. See Exhibit 1 – Tarkett Installation Guide and Exhibit 4 - Tarkett Installation & Floor Preparation Instructions.

Lansing Tile. will install products according to Contractor installation guidelines, the following activities are included in carpet tile installation:

- a. Verification of project scope
- b. Site Inspection and verification of drawings (if provided)
- c. Assessing conditions for temperature, pH and moisture to determine appropriate floor preparation.
- d. Existing product removal
- e. Estimating
- f. Use of furniture moving/lift equipment as necessary

- g. Unpacking product and properly handling pallets and cardboard
- h. Inspecting of carpet tile to ensure no manufacturer's defects
- i. Properly applying adhesive recommended by manufacturer
- j. Installing the product according to manufacturer's guidelines
- k. Handling of modular carpet scraps and installation debris
 - i. Vacuuming of carpet tile installed as necessary
 - ii. Final inspection by Lansing Tile Installation Manager
 - iii. Coordinating punch-list items (if any)
 - iv. Close-out, invoicing

Installation will be expected to begin within two weeks from confirmation of product delivery to agreed-upon State site unless other arrangements have been made with Program and/or Project Manager. Installation will be considered complete when the flooring product:

- a. Lays smoothly over the floor,
- b. Any loose threads are trimmed,
- c. Transitions are finished so that any difference in height is minimized,
- d. All wall base is securely fastened to the wall,
- e. The work area is clean, with all refuse and debris removed to the designated trash area.
- f. Contractor's Program Manager will work closely with Lansing Tile to ensure that all items have been completed with the highest quality of work. A walk thru will be completed prior to Lansing Tile's installation team leaving the project.

The State's responsibilities are:

- a. Contacting Contractor to notify of a project and providing drawings if available
- b. Discussing scope of pending project and providing color selections
- c. Attending Construction Progress Meetings and providing input from the State's perspective
- d. Maintaining required temperature and humidity settings before, during and after carpet tile installation as described in Tarkett USA, Inc. (Contractor's) Installation Guidelines
- e. Communicating inquiries, concerns and/or questions on a timely basis
- f. Handling of personal items in areas to be carpeted

2.2.3. Accelerated Project Program

Contractor must provide an installation program for accelerated projects as exceptions.

Any items needed for turnkey installation of a project not listed previously and not quoted in the attached Schedule B - Pricing will be quoted on a project-by-project basis at open market rates.

2.2.4. Manufacturer's Installation Guidelines

The Contractor's standard installation process at a minimum must adhere to the manufacturer's installation guidelines. See Exhibit 1 - Tarkett Installation Guide.

2.2.3 Furniture Lift Equipment

Unless otherwise provided by the State, the Contractor must provide and utilize furniture lift equipment to move modular systems furniture prior to installation as required.

2.2.4. Removal:

The Contractor must dispose of the existing flooring removed during the installation process as instructed by the State Program Manager and/or State Project Manager. Vinyl-backed carpet that is still intact after removal will be collected, palletized, and returned to Dalton, GA for recycling in Contractor's Closed Loop Recycling Process.

2.2.5. Floor Preparation

Basic floor preparation includes sweeping and dust removal, minor scraping and removal of foreign substances, e.g., oil, wax, grease, asphalt, latex and gypsum compounds, sealers and any contaminant that could potentially cause the adhesive bond to break, and minor patching and leveling of existing substrate.

2.2.6. Excessive Floor Preparation

Excessive floor preparation includes skim coating the floor and floor leveling services. These situations could include but are not limited to:

- a. Uneven substrates that require grinding or bead blasting to level out
- b. Substrates that have been sealed with products that are unsuitable for new carpet tile installation
- c. Substrates with previously applied adhesives that need to be removed
- d. In trench header areas, leveling issues will need to be addressed
- e. In entrance areas and in doorways, leveling issues will need to be addressed
- f. At all expansion joints, leveling issues will need to be addressed
- g. There may be leveling issues around perimeter of properties that need to be addressed

2.2.6. Cleaning

The Contractor's standard cleaning process at a minimum must adhere to the manufacturer's installation guidelines. This is an optional service that the State may invoke at a future date as desired. See Exhibit 2 - Tarkett Maintenance Manual.

2.3. Technical Support and Repairs

The Contractor's toll-free numbers for technical support, repairs and maintenance for the State to make contact with for calls and service during the hours of 8:00 am to 5:30 pm EST is 1.800.899.8916.

When providing technical support, the Call Center must resolve the caller's issue within 24 hours. If the caller's issue cannot be resolved within 24 hours, on-site service must

be scheduled within a mutually agreed upon time. The on-site service must be performed within 24 hours of the time the issue was scheduled for service.

The State's first point of contact for repairs, warranty issues or timeframes is the Contractor's Program Manager, Elyse Bertling. Issues involving defects are evaluated on a case by case basis. The first choice is field remediation to provide a solution more quickly and reduce disruption to the local business. Alternatively, if field remediation is not an option, the process will be handled through our Tarkett USA Inc. Claims Department. Elyse will obtain necessary information and work with the Claims Department to expedite the solution in a timely manner. She will coordinate all necessary functions to provide prompt and satisfactory resolution to any concern. She may visit the site to provide an initial assessment of the situation. A Field Technical Representative may also be dispatched to investigate the claim. Contractor maintains technical services representatives located throughout the United States that can be dispatched as needed to any site location to provide site inspection, installation or service expertise, training and assistance. Contractor maintains an extensive network of independent dealers and certified installation professionals who can also assist with site concerns. Once a resolution action plan is established, it will be immediately communicated to the appropriate parties for implementation. During initial installation, the installer partner will walk the project with a designated contact to develop a "punch list" of items needing correction or completion. The contact will verify that these items have been handled to their satisfaction before signing off on the project

2.4. Maintenance

Contractor will provide to the State Program Manager, State Project Manager, Agency Contact and landlords of the buildings leased and/or owned by the State a copy of the appropriate maintenance and warranty information pertaining to the product selected upon completion of the installation. On-site maintenance must be performed according to the recommended manufacturer maintenance schedule. See Exhibit 2 - Tarkett Maintenance Manual.

2.5. Training

2.5.1. Installation Training

Contractor and Lansing Tile will provide training at a monthly meeting place with interested parties from the State of Michigan in attendance. This forum also allows the Contractor's representatives to speak about purchasing options, carpet specification and cleaning recommendations. The Contractor and Lansing Tile will work with the State of Michigan to develop the criteria and schedules for the training. Additionally, a Mill Tour is available at the Dalton, GA facility. Installers will be trained in installation methods, adhesives, seam sealers, installation equipment, carpet backings, floor preparation, seaming methods, use of Furniture Lift Equipment, and Project Management. The training is free of charge and the State would pay for transportation and accommodations.

2.5.2. Maintenance Training

Contractor will provide an expert to conduct in-person training with staff on equipment, products, and Tarkett USA, Inc.'s maintenance and cleaning program.

3. Staffing

3.1. Key Personnel

3.1.1. The Contractor must have assigned not less than the following Key Personnel:

1. At least one Contractor Representative / Program Manager
2. One Back-Up Contractor Representative / Program Manager

3.1.2. Contractor Representative / Program Manager

This individual will be the State's single point of accountability for all service and communications between the Contractor and the State Program Manager and for management of the Contractor's Team. This individual may also be referred to as "Account Manager." See also **Standard Contract Terms, Section 4.**

This individual must:

1. Ensure timely issue resolution
2. Provide consultative services as requested
3. Deliver reporting
4. Ensure appropriate staff attendance at meetings
5. Implement plan updates timely and accurately
6. Cultivate multi-level client relationships
7. Manage contract renewal activities and/or amendments
8. Understand primary business objectives
9. Maintain constant and regular communications
10. Maintain a complete understanding of Contract terms and requirements, including, but not limited to, the monitoring and reporting of Service Level agreements
11. Respond to State general inquiries within 2 business days and urgent inquiries within the same business day, preferably within 4 hours or less
12. Be available for calls and virtual meetings on a platform determined by the Contract Administrator and/or Program Manager during the hours of Monday-Friday, 8:00 am – 5:00 pm EST

3.1.3. Contractor Back-Up Program Manager

Contractor must identify a back-up Program Manager whose role and responsibilities must include involvement in account management and who is capable of performing the responsibilities of the Program Manager in the event the Program Manager is unavailable. The back-up Program Manager must be familiar with all specific requirements of this Contract. This back-up role may be filled by another Key Personnel staff person.

3.1.4. The Contractor must identify all Key Personnel that will be assigned to this contract in the table below which includes the following:

1. Name and title of staff that will be designated as Key Personnel.
2. Key Personnel years of experience in the current classification.
3. Identify which of the required key personnel positions they are fulfilling.
4. Key Personnel's roles and responsibilities, as they relate to this RFP, if the Contractor is successful in being awarded the Contract. Descriptions of roles should be functional and not just by title.
5. Identify if each Key Personnel is a direct, subcontract, or contract employee.
6. Identify if each Key Personnel staff member is employed full-time (FT), part-time (PT) or temporary (T), including consultants used for the purpose of providing information for the proposal.
7. List each Key Personnel staff member's length of employment or affiliation with the Contractor's organization.
8. Identify each Key Personnel's percentage of work time devoted to this Contract.
9. Identify where each Key Personnel staff member will be physically located (city and state) during the Contract performance.

Key Personnel Table:

Position	Name	Official Title	Years of Experience in Current Classification	Role(s) / Responsibilities	Direct / Subcontract / Contract	FT/ PT/ T	Length of Employment	% of Work Time	Physical Location
Contractor Representative / Program Manager / Account Executive	Elyse Bertling	Tarkett Account Executive	30	Primary source of contact for the State of Michigan. Will manage all aspects of the contract	Direct	F	12	100	Michigan
Back-Up Contractor Representative / Program Manager	Paul Brown	Tarkett Account Executive	30	Will work with Elyse on all aspects of the contract	Direct	F	18	100	Michigan
Sub-Contractor / Installation Project Manager	Scott Fahey, Lansing Tile	Project Manager, Lansing Tile	30	Scheduling State of MI projects, bidding, ordering materials, resolving any flooring issues	Direct	F	30	100	Michigan

3.2. Additional Staff/Non-Key Personnel

Additional staff assignments are not considered key, but their rolls are considered an integral complement to the roles, responsibilities, and abilities of the Contractor's key-staff. These roles may include administrative support staff, etc.

- a. Installers
- b. Customer Service
- c. Order Entry

- d. Accounting Staff
- e. Training Staff

The Contractor must notify the Contract Administrator at least 10-calendar days before removing or assigning non-key personnel.

3.3. Organizational Chart

The Contractor must provide an overall organizational chart/charts that **details staff members, by name and title, and subcontractors**. All Key Personnel in **Section 3.2.6** and integral staff positions (Non-Key Personnel) in **Section 3.3** must be included in the overall organizational chart(s) and the chart(s) must demonstrate how the Key Personnel and integral staff positions fit into the organization as a whole. See Exhibit 3 – Tarkett State of Michigan Organization Chart.

3.4. Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor. Of the total bid, the price of the subcontractor's work. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- **Geographically Disadvantaged Business Enterprise Sub-Contractors:** If Contractors plan to utilize subcontractors to perform more than 20% of the deliverables under this contract, at least 20% of that subcontracted work must be awarded to Michigan-based Geographically Disadvantaged Business Enterprises (GDBE). Contractor will submit a plan detailing all subcontractors to be used, including the percentage of the work to be done by each. Contractor must inform the State to the name and address of the GDBE, the percentage of the work they will complete, the total amount estimated to be paid to the GDBE, and provide evidence for their qualifications as a GDBE. If contractor cannot find GDBE subcontractors to meet this requirement they must provide reasoning and justification to receive an exemption from this requirement from the State. (Existing business relationships will not be an approved reason for this.)

GDBE definition: "Geographically-Disadvantaged Business Enterprise" means a person or entity that satisfies one or more of the following: (i) Is certified as a HUBZone Small Business Concern by the United States Small Business Administration. (ii) Has a principal place of business located within a Qualified Opportunity Zone within Michigan. (iii) More than half of its employees have a

principal residence located within a Qualified Opportunity Zone within Michigan, or both.

Contractor must provide detailed information on any subcontractor(s) they intend to use during the term of the contract:

The legal business name, address, telephone number of the subcontractor(s).	Lansing Tile 2210 Apollo Drive, Lansing MI 48906 517.321.5307
A description of subcontractor's organization and information concerning subcontractor's ability to provide the Contract Activities.	All Lansing Tile & Mosaic, Inc. floor layers and tile setters are highly skilled craftsmen and have received multiple years of on-the-job training in typical flooring installation practices and procedures, with an average level of experience exceeding 15 years. We also provide a U.S. Department of Labor certified apprenticeship program for all newer employees.
The relationship of the subcontractor to the Contractor.	Tarkett will partner with Lansing Tile as their installation partner
Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.	Lansing Tile and Tarkett have enjoyed a positive, working relationship for 35 years. They are one of Tarkett's preferred dealers in Michigan and have installed thousands of yards of our Modular, Powerbond and Broadloom in every market.
A complete description of the Contract Activities that will be performed or provided by the subcontractor.	Scheduling of State of Michigan projects, bidding work, ordering of materials, attending project meetings, resolving issues, attending final walk through.

Contractor must provide information based on the work performed by all subcontractors	
Total percentage of work that will be performed by subcontractors:	100%
Total percentage of subcontracted work that will be performed by GDBE subcontractors:	100%
Contractors who plan to utilize subcontractors to perform more than 20% of the services and deliverables under this contract must provide the following:	

Contractor must provide information based on the work performed by all subcontractors

Contractor must submit a plan detailing all subcontractors to be used, including the percentage of the work to be done by each. Contractor must inform the State to the name and address of the GDBE, the percentage of the work they will complete, the total amount estimated to be paid to the GDBE and provide evidence for their qualifications as a GDBE. If Contractor cannot find GDBE subcontractors to meet this requirement they must provide reasoning and justification to receive an exemption from this requirement from the State. (Existing business relationships will not be an approved reason for this.):

3.5. Customer Service / Toll-Free Number

The Contractor must specify its toll-free number for the State to contact the Contractor Representative for customer service, repairs, and maintenance who must be available for calls during the hours of 8 am to 5 pm EST Monday through Friday, at a minimum. The Contractor should specify a 24/7 phone number to contact in case of emergency needs.

- a. Contractor's (Tarkett USA, Inc.) Customer Service Department is located in Dalton, GA.
- b. Normal hours of operation are from 8:00 am - 7:00 pm EST
- c. Customer Service/Toll-Free Number is 1.800.899.8916
customer.service.dalton@tarkett.com
- d. Contractor Program Manager is available 24/7 to assist with any emergencies. The typical response time is within an hour of receiving the call. All Contractor associates are also available via email/voicemail 24 hours a day

3.6. Security

3.6.1. Contractor Responsibilities

The Contractor will ensure security of State facilities by:

- a. Determining State security requirements and disseminate this information to Contractor's project team during an internal pre-installation meeting.
- b. Conduct background checks on all installation crew members who will work within State buildings prior to the job beginning.
- c. Submit installers' names, driver license numbers, dates of birth and occupational license numbers to State's Department of Technology, Management and Budgeting security personnel to be placed on the approved contractors list for entry into State's buildings.
- d. Ensure all of Contractor and subcontractor's employees follow the State's check in process with the appointed security teams in each building

- e. Lansing Tile installers wear uniform shirts displaying the company name/logo and a photo ID identifying them as an installer, which will be displayed clearly and in plain sight at all times. If a Tarkett USA Inc. truck driver is delivering product to State facilities, he or she will sign in under DTMB Security Clearance Form and provide a photo identification to secure a badge from State Security personnel. The truck driver will wear this badges at all times in State facilities to ensure the security. Additional site-specific security measures in place to ensure the security of Sate building include:
 - v. Throughout the install process, Lansing Tile employees will use entryways and loading areas designated by the Program manager and/or Facilities Manager. Doors will not be propped open and left unattended. In the event that a door would need to be propped open, it would be attended and monitored by a crew member
 - vi. When it is necessary and approved for work to be performed in a State building after hours and/or after security staff has left, Lansing Tile will make sure that all doors are closed and secured per the Building Manager's directions
 - vii. Tools that are not in use are kept secure in toolboxes/tool bags.

3.6.2. Drug Testing

As the installer for the Contractor, Subcontractor defines "substance abuse" as the use or abuse of or dependency on illegal drugs, alcohol, or drugs that can be prescribed legally but are used in a manner inconsistent with the prescription. Lansing Tile shall prohibit any use possessions, transfer, purchase or sale of illegal drugs or prescription drugs obtained illegally, or the abuse of legal (Prescription or over the counter drugs) during scheduled work times, while on company property, or while on company paid travel. Lansing Tile shall not tolerate any alcohol/drug related driving offences, including but not limited to OUIL, UBAL, DWI, DUID, or open alcohol convictions for any employee that may operate a company vehicle or use their own vehicle for job related deliveries or other similar purposes.

In order to establish and maintain a workplace free of substance abuse, Lansing Tile shall have a substance screening policy for employees who are employed to operate company vehicles ("Designated Employees"). Refusing to take the substance screening test or attempting to tamper with, contaminate, or substitute a sample is grounds for disciplinary action, up to and including termination.

In order to assure compliance with the above policies, Designated Employees for employment may be subject to substance screening under the circumstances described below. "Substance screening" means testing of

blood, urine, breath, saliva, hair, or otherwise as deemed reasonably necessary to determine possession, use or impairment. Substance screening will be conducted by qualified laboratories only under the following circumstances:

- a. All “Designated Employees” to whom a job offer has been made will undergo substance screening before hiring is final. If the applicant tests positive, any offer of employment will be withdrawn.
- b. Designated Employees:
 - viii. When a supervisor or manager of a Designated Employee has a reasonable suspicion that the employee is intoxicated or under the influence of drugs or alcohol. “Reasonable suspicion” is a belief based on articulable observations sufficient to lead a prudent supervisor to suspect that the employee is under the influence.
 - ix. When an employee is found in possession of suspected illicit drugs or alcohol or when suspected illicit drugs or alcohol are found in an area controlled or used exclusively by the employee.
 - x. Following an accident that causes personal injury or property damage or incident in which safety precautions were violated or unusually careless acts were performed by one of the employees in a designated sensitive position.
 - xi. Periodic, random drugs testing of employees in the above-defined Designated Employees.
 - xii. The employee in a designated sensitive position will be told the reasons for the order to submit to a substance screening.
 - xiii. Any employee in a designated sensitive position who refuses or fails to submit the specimen within a three-hour period after the order is subject to disciplinary action, up to and including termination.

3.6.3. Background Checks

- a. Background checks must be performed on all employees, subcontractors, and subcontractor employees prior to their assignment. The Contractor must submit their background check policies and processes with the bid submittal.
- b. Contractor is responsible for all costs associated with processing the background checks. The State, in its sole discretion, may also perform background checks.
- c. The Contract is contingent upon the Contractor’s ability to supply workers capable of passing a criminal background check. The Contractor must demonstrate the worker(s) has no convictions or

pending felony charges that are substantially related to the contracted activities or services.

- d. The State reserves the right to request additional background checks at the discretion of State agencies or branches of State government as outlined in the Standard Contract Terms.

3.6.4. Sub-Contractors

- a. The Contractor shall ensure background checks and drug testing requirements of Sub-Contractors employees are adhered to as if the workers were under the Contractor's employ when engaged in State projects.

3.6.5. Identification Badges

- a. All Contractor personnel, including sub-contractor staff, will display State credentials while performing work on State premises.

3.6.6. DTMB Office of Infrastructure, Security Program Coordinator (SPC) Responsibilities

- a. The SPC or designee is the sole contact to view background check or drug testing results on behalf of the State. DTMB Security contact person(s).

3.6.7. State Employee Responsibilities

- a. State employees are required to report any potential concerns regarding security, theft, requests for reasonable suspicion testing, or substance abuse issues regarding the Contractor's employees to Program Manager.

4. Project Management

The Contractor must carry out all services for this Contract, and Implementation, under the direction and control of the State Program Manager. All transition and implementation plans are subject to the approval of the State Program Manager.

When a project is ready to be scheduled, Contractor will contact Lansing Tile and request that Scott Fahey or their designated representative, meet with the project manager for the upcoming project to determine the scope of work, do a site inspection, and prepare estimates for materials needed. Scott will then communicate the statement of work for the project to the Contractor, who in turn will prepare a quotation for the State facility to approve and use for preparation of an appropriate Delivery Order for materials. When the Delivery Order is received by the Contractor, Lansing Tile will verify the validity of the order and the order will be entered, tracked, and shipped as requested. The Contractor will arrange installation services/scheduling through Lansing Tile, if required, or ship material only to the project sites to be installed by State personnel.

The Contractor's chosen subcontractor, Lansing Tile, will be available to attend all project meetings, physical inspections, take-offs, coordination of final walk-through and project completion as directed by Contractor. In addition, Lansing Tile, and Contractor will communicate with regard to outside contractors and scheduling to be sure that the other trades do not interfere with the completion of the carpet installation schedule.

4.1. The Contractor must obtain the State Program Manager's and State Contractor Administrator's prior approval of any administrative changes in the Contractor's systems or procedures that impact the State and services performed under this Contract.

4.2. There must be continuous liaising between the State Program Manager and Contractor's Program Manager during the Implementation Period and over the course of this Contract. Liaising between Contractor, State Program Manager, State Project Managers and designees, and the State's other Contractors will also be required. The Contractor's Program Manager must meet with the State Program Manager for initial review of the Contractor's work plan prior to beginning service delivery and then periodically, as needed. The meetings will provide for reviewing progress and providing necessary guidance to the Contractor regarding the timing of activities and solving issues or problems.

4.3. Project Plan/Implementation Plan

The Contractor must provide an implementation plan (also referred to as the project plan or the work plan) in order to commence Services by the Contract Effective date. The implementation plan and corresponding timeline or calendar must describe in detail:

1. All major project milestones, the anticipated outcomes for each milestone and all tasks, duties or responsibilities to be completed during the Implementation.
2. A detailed discussion on how to manage a transition from the current Contractor, if applicable.
3. A detailed discussion on how Contractor will integrate with other vendors providing services to the State (e.g., furniture installers, construction trades).
4. All tasks, duties, or responsibilities associated with implementation and complete Contract administration.
5. The Contractor's project management approach, including identifying methods, tools, and processes intended for oversight and completion of the implementation.
6. Any anticipated issues/changes, when they may arise, and how those issues will be conveyed to the State Program Manager and include suggested resolution or risk mitigation strategies to the issue(s).
7. A detailed protocol and escalation communication process; the plan must also provide escalation procedures and contact information for issues that may need to be escalated above the Contractor's Representative/Program Manager and Back-up Program Manager.

8. Any additional information or considerations for Services to begin by the Contract Effective date and continue thereafter for the Contract term.

4.3.1. Final Implementation Plan

The Contractor must submit a Final Implementation Plan to State Program Manager within 5 State-business days from Contract Effective date (Contract is signed), including Contractor's project plan management approach and detailed explanation of any identifying methods, tools, and processes intended for oversight and completion of the implementation. The State Program Manager will provide final approval of the Implementation Plan.

4.4. Reporting

The Contractor shall be able to provide Purchasing Activity Report, Recycled Content Report, Lead Time Report, Product Detail Report and Sales History Report when requested by the State. The State reserves the right to request additional reports as needed.

4.4.1. Service Level Agreement Report

Annual Service Level Agreement (SLA) Performance Report submitted to the State Program Manager by March 15 of next calendar year.

4.4.2. Purchasing Activity Report

Contractor shall be able to provide purchasing activity reports with separate product, design, installation, equipment costs, etc. Reports shall include, at a minimum, an itemized listing of purchasing activities by each agency (including sold to and ship to locations), with the agency name, and the total value of purchases for each agency, and a grand total of all purchases on and off Contract.

This report is to be provided on an annual basis, within 30 days of year-end to the State Program Manager and State Contract Administrator.

4.4.3. Lead Time Report

The State may require lead time reports which should provide order specific performance data by product line. Data should be summarized to illustrate On-Time and Complete shipments, average lead times by product line, days to process and enter orders, and how close to requested ship dates the actual shipment takes place.

4.4.4. Additional Reports

The Contractor must provide any additional reports requested by the State pertaining to the Contract and associated data at no additional cost to the State, including but not limited to Recycled Content Reports, Product Detail Reports, and Sales History Reports.

4.5. Meetings

The Contractor must attend the following meetings:

- 4.5.1.** A contract kick-off meeting within 30 calendar days of the Effective Date of the contract.
- 4.5.2.** Annual Performance Review of Service Level Compliance. See also Section 11 Service Level Agreement and Section 4.4.1.1
- 4.5.3.** The State may request other meetings as it deems appropriate.

5. Pricing

5.1. Price Term

Pricing is firm for the initial three years of the Contract term. The price for the option years is determined as explained in section 2.4.2 Price Changes. Prevailing wage rates provided will be updated, if necessary, at Contract integration.

5.2. Price Changes

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

5.3. Project Prevailing Wage Requirements, as applicable

As appropriate, the Contractor (and its Subcontractors) must meet all current and future prevailing wage requirements for laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications as prevailing wages based on locality, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers.

Contractor must post the scale of wages to be paid in a prominent and easily accessible place at the site of the work. Upon request, the Contractor must provide documentation to the State their compliance with Prevailing Wage requirements.

5.4. Premium-Priced Services

Premium Services are defined as services performed during evenings (between 5:00 p.m. and 7:00 a.m.) and weekends (Saturday and Sunday). Premium service charges are only applicable when requested by the State. Premium services are applicable to State holidays which are as follows:

New Year's Day; Martin Luther King Day; Presidents' Day; Memorial Day; Juneteenth, Fourth of July; Labor Day; Election Day on even-numbered years; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve Day; Christmas Day; and New Year's Eve Day

6. Electronic Catalog

The Contractor must work with the State to enable catalog management functionality in the State's Procurement system, if requested by the State.

7. Ordering

7.1. Authorizing Document

The appropriate authorizing document for the Contract will be a Signed Contract/Master Agreement and issuance of Delivery Orders (DO).

7.2. Order Verification

The Contractor must have internal controls approved by the State Program Manager to verify abnormal or excessive orders and to ensure that only authorized individuals place orders.

7.3. Minimum Order

There are no minimum order requirements allowed in this Contract.

7.4. Packaging and Palletizing

Packaging must be optimized to permit the lowest freight rate. Shipments must be palletized whenever possible using manufacturer's standard 4-way shipping pallets.

Contractor's packaging meets all requirements of the D.O.T. and other carriers that transport its carpet tiles. Contractor's shipping skids for 24"x24" tiles do not exceed the following criteria:

- a. Maximum height: 5'6"; including pallet.
- b. Maximum weight: 3500 pounds; including pallet.
- c. Pallets are securely banded or shrink-wrapped.
- d. Palletizing offered at no additional cost to the state.

8. Acceptance

See also **Standard Contract Terms, Section 17. Acceptance** for additional Acceptance Terms.

8.1. Acceptance, Inspection and Testing

The State Agency Representative, State Project Manager, or State designee will review and inspect the order shipment documents and approve acceptance of goods upon delivery.

The Shipment Document must include product details.

8.2. Acceptance of Installation and Removal Services

The State Agency Representative, State Project Manager, or State designee will review and inspect installation and approve acceptance of services upon installation completion.

9. Invoice and Payment

9.1. Invoice Requirements

All invoices submitted to the State must include:

- a. The contract number,
- b. The Delivery Order (DO) number,
- c. Date,
- d. Description of product or service provided,
- e. Project reference,
- f. Labor hours (separate out installation labor, removal labor, cleaning labor, floor preparation labor, etc.,
- g. The service location,
- h. Delivery dates,
- i. Quantities,
- j. Unit prices,
- k. Total price
- l. Prompt Payment Discount

The State may require alterations to invoice details at any point throughout the contract term.

9.2. Payment Methods

The State will make payment for Contract Activities via Electronic Funds Transfer.

10. Additional Requirements

10.1. Environmental Concerns

10.1.1. Recycling

Through the Contractor's RESTART® program, if the State of Michigan has any existing Tarkett USA Inc. ethos carpet tile that is recyclable through our process at the Contractor's, SCS Third Party Certified Environmental Center, Dalton GA and there is at least half a truck load, there will be zero cost regarding the material and freight to reclaim. The Contractor's Director of Circularity, Rachel Palopoli, will need an existing sample to test and will advise of recyclability within 48 hours of receipt of the sample.

The Contractor will also take back any Tarkett USA Inc. post-consumer LVT Commercial Products. The old LVT will be reintroduced in our new commercial LVT Products in Florence, AL.

Once the viability of the existing product has been established and has been removed by the flooring contractor, it will need to be palletized and shrink wrapped to prepare for shipping, as opposed to being placed in a dumpster for disposal.

Once testing of the removed material is completed, it will be determined if the material can be utilized in the manufacturing of new carpet or other products.

If we test a sample and find out that the existing carpet is not recyclable, our Director of Circularity recommends a landfill diversion as a sustainable option.

If material is clean and in good shape, we can work with a Re-use Organization and donate to a local charity.

Should the State have other manufacturer's products in their facility that needs to be recycled, our Director of Circularity will evaluate what can be done with those products for you, on a case-by-case basis. The Contractor will take other manufacturers' products back and make sure they are disposed of in a manner that is best for the environment and kept out of the landfill. In addition, a certification will be issued to the State of Michigan for the sustainable way in which the decommissioning of existing product was handled. The Contractor will submit an environmental Impact report, noting the State of Michigan's commitment to a sustainable solution.

10.1.2. Asbestos

The State is responsible for submitting to the Contractor an Asbestos Hazard Emergency Response Act ("AHERA") report prior to commencement with any floor material or floor adhesive removal for areas that are known to contain asbestos. For all other areas, Lansing Tile, will test the flooring materials, including carpet backing, and alert State facility managers of any potential asbestos. Neither Tarkett nor our installers are responsible for the handling, removal, or abatement of asbestos contained floor material or adhesive.

10.2. LEED Silver Certification

The Contractor qualifies for LEED credits (Silver rating), with no additional work or cost, which help the State meet LEED point levels on capital outlay projects through the following:

TARKETT ETHOS LEED Silver Certification

Material Resource Credit 2 (Commercial Interiors)

Material Resource Credit 3 (Commercial Interiors) and MR Credit 2 (New Construction)

Material Resource Credit 4 (CI) and MR Credit 3 (NC)

Material Resource Credit 5 (CI) and MR Credit 4 (NC)

MR Credit 6 (CI) and MR Credit 5 (NC)

Environmental Quality Credit 2 (CI) and EQ Credit 2 (NC)

10.3. Environmental and Energy Efficiency Product Standards

The Contractor provides the State products and services with environmental and energy efficiency through using alternative energy, owning and operating two carpet-to-energy facilities, solar powered manufacturing, and operating a private trucking fleet.

The Contractor must identify any energy efficient, bio-based, or otherwise environmentally friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States Department of Agriculture certified bio-based product label. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

10.4. Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number. The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.

10.5. Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. All products containing mercury must be labeled as containing mercury.

10.6. Brominated Flame Retardants

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs. Contractor must describe how products with BFRs and products without BFRs are identified or otherwise labelled.

10.7. Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

The Contractor must disclose whether a product or its components contain intentionally added PFAS. If the product or its components contain intentionally added PFAS the Contractor must:

- a. provide an explanation with respect to the intentionally added PFAS contents, including the purpose for which PFAS are used in the product or its components, the types of PFAS used in the product or its components, and the amount of each PFAS used in the product or its components.
- b. indicate whether the product will be labeled or packaged with information about the intentionally added PFAS contents.
- c. identify any alternative products that do not contain intentionally added PFAS.
- d. provide any additional information that would further the Department's implementation of [ED 2021-08](#)

11. Service-Level Agreements (SLAs)

11.1. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.

11.2. The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1. Timely Deliveries	
Definition and Purpose	<p>The Contractor must ensure that items and quantities delivered are exactly the items, brands, and quantities on the Order Confirmation. No substitutions will be allowed without prior written permission by State Program Manager and a Change Notice executed by the Contract Administrator.</p> <p>The entire order will be received on the same day unless a partial delivery has been approved in advance by the State Program Manager.</p>

SLA Metric 1. Timely Deliveries	
Acceptable Standard	<ol style="list-style-type: none"> 1. All deliveries must occur in accordance with the approved delivery schedule for each Facility and Facility Receiving hours. See Section 2.1 Delivery. 2. Extenuating circumstances must be communicated by the Contractor to the State Program Manager prior to the scheduled delivery date and time. 3. Items, brands, and quantities delivered will match the Order Confirmation exactly. 4. Signed and dated packing slips will be provided to State Program Manager at the time of delivery. 5. The entire order must be delivered on the same day unless a partial delivery has been approved in advance by the State Program Manager. 6. Orders not received in their entirety, as determined by a review of the Data Sources, will be considered inaccurate. <p>The acceptable standard is 100% compliance.</p> <p>The Contractor must track compliance throughout the year, and measure and report its performance on this SLA on an annual basis.</p>
Credit Due for Failing to Meet the Service Level Agreements	<ol style="list-style-type: none"> 1. \$100.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year. 2. \$500.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year. <p>Extenuating circumstances will be reviewed by the State Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>

12. Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$1,000 and

an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Program Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing key personnel for reasons beyond the reasonable control of the contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any unauthorized removal may be considered by the State to be a material breach of this contract, in respect of which the State may elect to terminate this contract for cause under the **Termination for Cause** section of the Standard Contract Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this contract, to the loss and damage of the state, and that it would be impractical and extremely difficult to fix the actual damage sustained by the State as a result of any unauthorized removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under termination for cause, The State may assess liquidated damages against Contractor as specified below:

- The State is entitled to collect \$1,000 per individual per day for the removal of any Key Personnel without prior approval of the State.
- The State is entitled to collect \$1,000 per individual per day for an unapproved or untrained key personnel replacement.

SCHEDULE B – PRICING

Contract No. 230000001067

Modular Carpet Tile, Floor Covering & Related Products and Services

- 1.** The Contractor must provide a pricing schedule for the proposed Contract Activities using this document. The pricing schedule must be submitted in a modifiable format (e.g., Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.
- 2.** Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
- 3.** The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Quick payment terms: _____ % discount off invoice if paid within _____ days after receipt of invoice.

- 4.** By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.
- 5.** Contractor must offer 1 or more Product Lines and their associated Firm-Fixed Discount(s).

Schedule B - Pricing
Contract No. 230000001067

MODULAR CARPET TILE		OPTION 1		OPTION 2		OPTION 3	
BACKING: (GU) ethos Modular w/Omnicoat		Colormap 11130 \$52.82 List		Texturemap 11129 \$52.98 List		GeoKnit 10887 \$45.52 List	
		<i>Discount</i>	<i>Price</i>	<i>Discount</i>	<i>Price</i>	<i>Discount</i>	<i>Price</i>
Year 1: 1-999 SY % Disc		56.17%	\$ 23.15	56.22%	\$ 23.15	44.57%	\$ 23.57
Year 1: 1000 - 1499 SY % Disc		56.17%	\$ 23.15	56.22%	\$ 23.15	44.57%	\$ 23.57
Year 1: Over 1500 SY % Disc		56.17%	\$ 23.15	56.22%	\$ 23.15	44.57%	\$ 23.57
Year 2: 1-999 SY % Disc		56.17%	\$ 23.15	56.22%	\$ 23.15	44.57%	\$ 23.57
Year 2: 1000 - 1499 SY % Disc		56.17%	\$ 23.15	56.22%	\$ 23.15	44.57%	\$ 23.57
Year 2: Over 1500 SY % Disc		56.17%	\$ 23.15	56.22%	\$ 23.15	44.57%	\$ 23.57
Year 3: 1-999 SY % Disc		56.17%	\$ 23.15	56.22%	\$ 23.15	44.57%	\$ 23.57
Year 3: 1000 - 1499 SY % Disc		56.17%	\$ 23.15	56.22%	\$ 23.15	44.57%	\$ 23.57
Year 3: Over 1500 SY % Disc		56.17%	\$ 23.15	56.22%	\$ 23.15	44.57%	\$ 23.57
Option Year 1: 1-999 SY % Disc		56.17%	\$ 23.15	56.22%	\$ 23.15	44.57%	\$ 23.57
Option Year 1: 1000 - 1499 SY % Disc		56.17%	\$ 23.15	56.22%	\$ 23.15	44.57%	\$ 23.57
Option Year 1: Over 1500 SY % Disc		56.17%	\$ 23.15	56.22%	\$ 23.15	44.57%	\$ 23.57
Option Year 2: 1-999 SY % Disc		56.17%	\$ 23.15	56.22%	\$ 23.15	44.57%	\$ 23.57
Option Year 2: 1000 - 1499 SY % Disc		56.17%	\$ 23.15	56.22%	\$ 23.15	44.57%	\$ 23.57
Option Year 2: Over 1500 SY % Disc		56.17%	\$ 23.15	56.22%	\$ 23.15	44.57%	\$ 23.57
Option Year 3: 1-999 SY % Disc		56.17%	\$ 23.15	56.22%	\$ 23.15	44.57%	\$ 23.57
Option Year 3: 1000 - 1499 SY % Disc		56.17%	\$ 23.15	56.22%	\$ 23.15	44.57%	\$ 23.57
Option Year 3: Over 1500 SY % Disc		56.17%	\$ 23.15	56.22%	\$ 23.15	44.57%	\$ 23.57
MODULAR CARPET TILE		OPTION 4		OPTION 5		OPTION 6	
BACKING: (GU) ethos Modular w/Omnicoat		Tailored Madras 11284 \$46.03 List		Maelstrom 04849 \$54.12 List		Applause III 02803 \$62.34 List	
		<i>Discount</i>	<i>Price</i>	<i>Discount</i>	<i>Price</i>	<i>Discount</i>	<i>Price</i>
Year 1: 1-999 SY % Disc		54.51%	\$ 25.09	52.72%	\$ 28.53	48.04%	\$ 29.95
Year 1: 1000 - 1499 SY % Disc		54.51%	\$ 25.09	52.72%	\$ 28.53	48.04%	\$ 29.95
Year 1: Over 1500 SY % Disc		54.51%	\$ 25.09	52.72%	\$ 28.53	48.04%	\$ 29.95
Year 2: 1-999 SY % Disc		54.51%	\$ 25.09	52.72%	\$ 28.53	48.04%	\$ 29.95
Year 2: 1000 - 1499 SY % Disc		54.51%	\$ 25.09	52.72%	\$ 28.53	48.04%	\$ 29.95
Year 2: Over 1500 SY % Disc		54.51%	\$ 25.09	52.72%	\$ 28.53	48.04%	\$ 29.95
Year 3: 1-999 SY % Disc		54.51%	\$ 25.09	52.72%	\$ 28.53	48.04%	\$ 29.95
Year 3: 1000 - 1499 SY % Disc		54.51%	\$ 25.09	52.72%	\$ 28.53	48.04%	\$ 29.95
Year 3: Over 1500 SY % Disc		54.51%	\$ 25.09	52.72%	\$ 28.53	48.04%	\$ 29.95
Option Year 1: 1-999 SY % Disc		54.51%	\$ 25.09	52.72%	\$ 28.53	48.04%	\$ 29.95
Option Year 1: 1000 - 1499 SY % Disc		54.51%	\$ 25.09	52.72%	\$ 28.53	48.04%	\$ 29.95
Option Year 1: Over 1500 SY % Disc		54.51%	\$ 25.09	52.72%	\$ 28.53	48.04%	\$ 29.95
Option Year 2: 1-999 SY % Disc		54.51%	\$ 25.09	52.72%	\$ 28.53	48.04%	\$ 29.95
Option Year 2: 1000 - 1499 SY % Disc		54.51%	\$ 25.09	52.72%	\$ 28.53	48.04%	\$ 29.95
Option Year 2: Over 1500 SY % Disc		54.51%	\$ 25.09	52.72%	\$ 28.53	48.04%	\$ 29.95
Option Year 3: 1-999 SY % Disc		54.51%	\$ 25.09	52.72%	\$ 28.53	48.04%	\$ 29.95
Option Year 3: 1000 - 1499 SY % Disc		54.51%	\$ 25.09	52.72%	\$ 28.53	48.04%	\$ 29.95
Option Year 3: Over 1500 SY % Disc		54.51%	\$ 25.09	52.72%	\$ 28.53	48.04%	\$ 29.95
MODULAR CARPET TILE		OPTION 7		12' BROADLOOM CARPET		OPTION 1	
BACKING: (GU) ethos Modular w/Omnicoat		Plexus Color IV \$89.06 List		BACKING: (SL) Super-Lok		Acadia 44069 \$32.58 List	
		<i>Discount</i>	<i>Price</i>			<i>Discount</i>	<i>Price</i>
Year 1: 1-999 SY % Disc		44.71%	\$ 39.82	Year 1: 1-999 SY % Disc		39.90%	\$ 19.58
Year 1: 1000 - 1499 SY % Disc		44.71%	\$ 39.82	Year 1: 1000 - 1499 SY % Disc		39.90%	\$ 19.58
Year 1: Over 1500 SY % Disc		44.71%	\$ 39.82	Year 1: Over 1500 SY % Disc		39.90%	\$ 19.58
Year 2: 1-999 SY % Disc		44.71%	\$ 39.82	Year 2: 1-999 SY % Disc		39.90%	\$ 19.58
Year 2: 1000 - 1499 SY % Disc		44.71%	\$ 39.82	Year 2: 1000 - 1499 SY % Disc		39.90%	\$ 19.58
Year 2: Over 1500 SY % Disc		44.71%	\$ 39.82	Year 2: Over 1500 SY % Disc		39.90%	\$ 19.58
Year 3: 1-999 SY % Disc		44.71%	\$ 39.82	Year 3: 1-999 SY % Disc		39.90%	\$ 19.58
Year 3: 1000 - 1499 SY % Disc		44.71%	\$ 39.82	Year 3: 1000 - 1499 SY % Disc		39.90%	\$ 19.58
Year 3: Over 1500 SY % Disc		44.71%	\$ 39.82	Year 3: Over 1500 SY % Disc		39.90%	\$ 19.58
Option Year 1: 1-999 SY % Disc		44.71%	\$ 39.82	Option Year 1: 1-999 SY % Disc		39.90%	\$ 19.58
Option Year 1: 1000 - 1499 SY % Disc		44.71%	\$ 39.82	Option Year 1: 1000 - 1499 SY % Disc		39.90%	\$ 19.58
Option Year 1: Over 1500 SY % Disc		44.71%	\$ 39.82	Option Year 1: Over 1500 SY % Disc		39.90%	\$ 19.58
Option Year 2: 1-999 SY % Disc		44.71%	\$ 39.82	Option Year 2: 1-999 SY % Disc		39.90%	\$ 19.58
Option Year 2: 1000 - 1499 SY % Disc		44.71%	\$ 39.82	Option Year 2: 1000 - 1499 SY % Disc		39.90%	\$ 19.58
Option Year 2: Over 1500 SY % Disc		44.71%	\$ 39.82	Option Year 2: Over 1500 SY % Disc		39.90%	\$ 19.58
Option Year 3: 1-999 SY % Disc		44.71%	\$ 39.82	Option Year 3: 1-999 SY % Disc		39.90%	\$ 19.58
Option Year 3: 1000 - 1499 SY % Disc		44.71%	\$ 39.82	Option Year 3: 1000 - 1499 SY % Disc		39.90%	\$ 19.58
Option Year 3: Over 1500 SY % Disc		44.71%	\$ 39.82	Option Year 3: Over 1500 SY % Disc		39.90%	\$ 19.58

WALK OFF CARPET						
BACKING: (GU) ethos Modular w/Omnicoat	Assertive Action 04837 \$97.20 List		Assertive Rib 04838 \$101.56 List		Assertive Stria 04839 \$116.50 List	
	Discount	Price	Discount	Price	Discount	Price
Year 1: 1-999 SY % Disc	66.08%	\$ 32.97	70.91%	\$ 29.54	74.64%	\$ 29.54
Year 1: 1000 - 1499 SY % Disc	66.08%	\$ 32.97	70.91%	\$ 29.54	74.64%	\$ 29.54
Year 1: Over 1500 SY % Disc	66.08%	\$ 32.97	70.91%	\$ 29.54	74.64%	\$ 29.54
Year 2: 1-999 SY % Disc	66.08%	\$ 32.97	70.91%	\$ 29.54	74.64%	\$ 29.54
Year 2: 1000 - 1499 SY % Disc	66.08%	\$ 32.97	70.91%	\$ 29.54	74.64%	\$ 29.54
Year 2: Over 1500 SY % Disc	66.08%	\$ 32.97	70.91%	\$ 29.54	74.64%	\$ 29.54
Year 3: 1-999 SY % Disc	66.08%	\$ 32.97	70.91%	\$ 29.54	74.64%	\$ 29.54
Year 3: 1000 - 1499 SY % Disc	66.08%	\$ 32.97	70.91%	\$ 29.54	74.64%	\$ 29.54
Year 3: Over 1500 SY % Disc	66.08%	\$ 32.97	70.91%	\$ 29.54	74.64%	\$ 29.54
Option Year 1: 1-999 SY % Disc	66.08%	\$ 32.97	70.91%	\$ 29.54	74.64%	\$ 29.54
Option Year 1: 1000 - 1499 SY % Disc	66.08%	\$ 32.97	70.91%	\$ 29.54	74.64%	\$ 29.54
Option Year 1: Over 1500 SY % Disc	66.08%	\$ 32.97	70.91%	\$ 29.54	74.64%	\$ 29.54
Option Year 2: 1-999 SY % Disc	66.08%	\$ 32.97	70.91%	\$ 29.54	74.64%	\$ 29.54
Option Year 2: 1000 - 1499 SY % Disc	66.08%	\$ 32.97	70.91%	\$ 29.54	74.64%	\$ 29.54
Option Year 2: Over 1500 SY % Disc	66.08%	\$ 32.97	70.91%	\$ 29.54	74.64%	\$ 29.54
Option Year 3: 1-999 SY % Disc	66.08%	\$ 32.97	70.91%	\$ 29.54	74.64%	\$ 29.54
Option Year 3: 1000 - 1499 SY % Disc	66.08%	\$ 32.97	70.91%	\$ 29.54	74.64%	\$ 29.54
Option Year 3: Over 1500 SY % Disc	66.08%	\$ 32.97	70.91%	\$ 29.54	74.64%	\$ 29.54
LUXURY VINYL TILE	OPTION 1		OPTION 2		OPTION 3	
	ID Latitude (45 sf/ctn) \$5.32/sf List		Even Plane (24.44-25.83 sf/ctn) \$8.62/sf List		Contour Wood Abstract Stone (45-90 sf/ctn) \$7.89/sf List	
OVERALL THICKNESS (in Mil) WEAR LAYER (in Mil) PERFORMANCE LAYER (in Mil)	0.120" (3.0 mm) 20 Mil 20 Mil		0.177" (4.5 mm) 32 Mil 32 Mil		0.177" (4.5 mm) 32 Mil 32 Mil	
	Discount	Price	Discount	Price	Discount	Price
Year 1 %	30.37%	\$ 2.52	41.53%	\$ 3.58	55.26%	\$ 4.36
Year 2 %	30.37%	\$ 2.52	41.53%	\$ 3.58	55.26%	\$ 4.36
Year 3 %	30.37%	\$ 2.52	41.53%	\$ 3.58	55.26%	\$ 4.36
Option Year 1%	30.37%	\$ 2.52	41.53%	\$ 3.58	55.26%	\$ 4.36
Option Year 2%	30.37%	\$ 2.52	41.53%	\$ 3.58	55.26%	\$ 4.36
Option Year 3%	30.37%	\$ 2.52	41.53%	\$ 3.58	55.26%	\$ 4.36
Additional % 10-200 Cartons Delivered	30.37%	\$ 2.82	41.53%	\$ 3.58	55.26%	\$ 4.36
Additional % 200+ Cartons Delivered	30.37%	\$ 2.52	41.53%	\$ 3.58	55.26%	\$ 4.36
ADHESIVE	LIST PRICE	Price With 26% Discount				
(4-GAL) Multi-Purpose	\$ 126.52	\$ 93.62				
(4-GAL) Higher pH and Moisture Resistant	\$ 126.52	\$ 93.62				
(4-GAL) Pressure Sensitive	\$ 126.52	\$ 93.62				
(4-GAL) Sealant /Primer for self adhesive carpet tile	\$ 126.52	\$ 93.62				
(4-GAL) Sealant /Primer for installation over VCT tiles	\$ 215.56	\$ 159.51				
(1-QT) Seam Sealer #1	\$ 16.50	\$ 12.21				
BACKING OPTIONS	% Discount Off List price	Discounted Price				
Modular-Attached Cushion ethos backing	31.58%	\$ 62.34				
Modular-Attached Cushion powerbond	25.76%	\$ 52.91				
COVE BASE	% Discount Off List price	Discounted Price				
(LF) 4" Rubber Coving with Toe - Product	46.98%	\$ 0.85				
(LF) 6" Rubber Coving with Toe - Product	42.79%	\$ 1.30				
(LF) 4" Vinyl with Toe - Product	37.80%	\$ 0.72				
(LF) 6" Vinyl with Toe - Product	30.73%	\$ 1.09				
(LF) 4" Rubber Straight - Product	46.98%	\$ 0.85				
(LF) 6" Rubber Straight - Product	42.79%	\$ 1.30				
(LF) 4" Vinyl Straight - Product	37.80%	\$ 0.72				
(LF) 6" Vinyl Straight - Product	30.73%	\$ 1.09				
(LF) Rubber Tread - Solid	36.78%	\$ 12.82				
(LF) Rubber Tread Speckled	44.69%	\$ 15.33				
(LF) Rubber Tread & Riser - Solid	45.79%	\$ 16.17				
(LF) Rubber Tread & Riser - Speckled	43.86%	\$ 18.73				

TARKETT

**** All Removal, Floor Preparation, Installation, Disposal and Cleaning charges shall include Prevailing Wages as per the attached Prevailing Wage Rate Schedules E.1 - E.4 for laborers and carpenters. The Zones listed below correspond to Schedule F, State of Michigan Prosperity Regions map.**

CARPET INSTALLATION SERVICES **	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
Carpenter Only <i>Standard</i>	Sq Yd	\$12.25	\$8.79	\$7.26	\$6.18	\$7.26	\$7.55	\$8.22
Carpenter Only <i>Premium Services (evenings/weekends)</i>	Sq Yd	\$15.16	\$10.81	\$8.92	\$7.61	\$11.01	\$9.29	\$10.45
Reinstallation of Used Carpet	Sq Yd	\$15.93	\$12.05	\$9.85	\$9.34	\$9.85	\$10.53	\$11.26
Cove Base Installation	Lin Ft	\$2.14	\$1.95	\$1.23	\$1.23	\$1.23	\$1.34	\$1.52
CARPET REMOVAL SERVICES **	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
Carpet Tile <i>Standard</i>	Sq Yd	\$12.21	\$8.79	\$7.26	\$6.18	\$7.26	\$7.55	\$8.21
Carpet Tile <i>Premium Services (evenings/weekends)</i>	Sq Yd	\$15.02	\$10.81	\$8.93	\$7.61	\$8.93	\$9.29	\$10.10
Carpet Broadloom <i>Standard</i>	Sq Yd	\$12.21	\$8.79	\$7.26	\$6.18	\$7.26	\$7.55	\$8.21
Carpet Broadloom <i>Premium Services (evenings/weekends)</i>	Sq Yd	\$15.02	\$10.81	\$8.93	\$7.61	\$8.93	\$9.29	\$10.10
Carpet Permanently attached flooring <i>Standard</i>	Sq Yd	\$14.67	\$10.54	\$8.71	\$7.41	\$8.71	\$9.07	\$9.85
Carpet Permanently attached flooring <i>Premium Services (evenings/weekends)</i>	Sq Yd	\$18.04	\$12.97	\$10.71	\$9.11	\$10.71	\$11.16	\$12.12
CARPET DISPOSAL SERVICES **	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
Carpet Tile	Sq Yd	\$1.49	\$1.49	\$1.49	\$1.49	\$1.49	\$1.49	\$1.49
Carpet Broadloom	Sq Yd	\$1.49	\$1.49	\$1.49	\$1.49	\$1.49	\$1.49	\$1.49
Carpet Permanently attached flooring	Sq Yd	\$1.49	\$1.49	\$1.49	\$1.49	\$1.49	\$1.49	\$1.49
CARPET CLEANING SERVICES **	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
Carpet Cleaning <i>Standard</i>	Sq Yd	\$5.84	\$5.31	\$4.39	\$3.67	\$4.39	\$4.82	\$4.74
Carpet Cleaning <i>Premium Services (evenings/weekends)</i>	Sq Yd	\$7.18	\$6.53	\$5.39	\$4.49	\$5.39	\$5.92	\$5.82
FLOOR PREPARATION SERVICES **	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
Carpenter Only <i>Standard</i>	Sq Yd	\$6.64	\$5.53	\$4.74	\$4.30	\$4.74	\$5.53	\$5.25
Carpenter Only <i>Premium Services (evenings/weekends)</i>	Sq Yd	\$8.16	\$6.80	\$5.92	\$5.29	\$5.92	\$6.80	\$6.48
EXCESSIVE FLOOR PREPARATION SERVICES **	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
Carpenter Only <i>Standard</i>	Sq Yd	\$13.25	\$11.05	\$8.27	\$8.27	\$8.27	\$11.05	\$10.03
Carpenter Only <i>Premium Services (evenings/weekends)</i>	Sq Yd	\$16.30	\$13.59	\$9.70	\$9.70	\$9.70	\$13.59	\$12.10
OTHER SERVICES, OPTIONAL **	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
Furniture Lift System	Sq Yd	\$8.91	\$7.43	\$6.90	\$6.90	\$6.90	\$7.43	\$7.41
Furniture Removal / Replacement	Hour	\$96.35	\$91.00	\$83.51	\$83.51	\$83.51	\$83.51	\$86.90
ADDITIONAL INFORMATION**	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
The State may determine a need for storage beyond (30) thirty days or agreed upon timeframe. Contractors are to include pricing for this optional program.	Sq. Ft (skid size)	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10

TARKETT
Schedule B - Pricing

Contract No.: 230000001067

Modular Carpet Tile, Flooring & Related Products and Services
Labor Pricing for Turnkey Services through Tarkett Source One Department

MI Example Job with Correct Rates for Contract
Ingham County

Item	Description	Quantity	Unit of Measure	Discount Price	Extended Price
1	Modular Carpet Tile (Field)	5,000	sy	\$23.15	\$115,750.00
2	Walk off Carpet	500	sy	\$29.54	\$14,770.00
3	Luxury Vinyl Tile	1,000	sf	\$2.81	\$2,810.00
4	Pressure Sensitive Adhesive - Carp	36	4 gal pail	\$93.03	\$3,370.32
5	Adhesive - LVT	1	4 gal pail	\$159.51	\$159.51
6	Labor - Carpet Removal	5,500	sy	\$6.18	\$33,990.00
7	Labor - Floor Preparation	6,500	sy	\$4.30	\$23,650.00
8A	Labor - Installation Services Carpe	6,500	sy	\$6.18	\$33,990.00
8B	Labor - Installation Services LVT	1,000	sf	*Not on Price List	
Grand Total Project Cost					\$228,489.83

*** Prices per unit of Labor are an average of all zones.

SCHEDULE C – INSURANCE REQUIREMENTS

Contract No. 230000001067

Modular Carpet Tile, Flooring & Related Products and Services

- 1. General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
- 2. Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
- 3. Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
- 4. Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
 - b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
- 5. Proof of Insurance.**
 - a. Insurance certificates showing evidence of coverage as required herein must be submitted to DTMB-RiskManagement@michigan.gov within 10 days of the contract execution date.
 - b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
 - d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).

- e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
 - f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.
- 6. Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.
- 7. Limits of Coverage & Specific Endorsements.**

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

- 8. Non-Waiver.** This Schedule C is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State.

SCHEDULE D – INSTALLATION INSTRUCTIONS

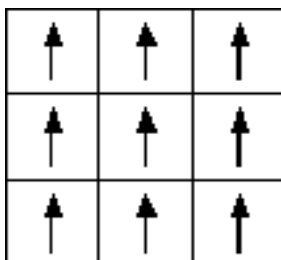
Contract No. 230000001067

Modular Carpet Tile, Flooring & Related Products and Services

Please note: Specifications which refer to brand names are given for reference only. The Contractor's standard installation process shall include floor preparation per the manufacturer's installation guidelines. Contractors are to submit complete installation specifications based on the following sample format as described below.

SAMPLE INSTRUCTIONS

Installation Format - Monolithic



NOTE: Meet with the general contractor several days before installation. Discuss the various areas of responsibility so acceptance of the floor is a smooth transition.

NOTE: When removing carpet from a surface containing asbestos, be certain to consult applicable local, state, and federal guidelines for the handling of asbestos containing materials.

1. Acceptable Substrates

- **Concrete – 1. Conduct a moisture test.** Moisture in the subfloor will interfere with the curing and performance of the adhesive. The *calcium chloride* test is the only acceptable test. A reading of 3.0 pounds per 1,000 square feet per 24 hours is the maximum acceptable reading for Lees Squared Pressure Sensitive Adhesive. If the moisture reading is between 3.0 and 8.0 pounds, use two coats of Seal. **2. Test the pH of the concrete** using an accurate wide-range pH test kit covering pH range from 0 to 14. The acceptable pH level is between 7 and 9. If the pH level is above 9 or under 7, mop the floor with a vinegar and water solution (eight ounces of vinegar to one gallon of water). Allow this solution to dry completely, then use two coats of seal.
- **Vinyl and Resilient** - Remove floor finishes, such as wax, by sanding. (Do not sand any products containing asbestos.) Be sure that all tiles are well adhered; remove

NOTE: Remember, if you install the adhesive on a surface that is not well-adhered to the substrate, it could jeopardize the carpet installation if that surface releases from the underlying substrate.

Non-porous floors –
Floors of vinyl, steel, etc. absorb little of the moisture in adhesive. The moisture must evaporate before the adhesive can cure.

Porous floors –
Concrete or wood floors that can absorb an excessive amount of the adhesive's moisture and cause it to dry too rapidly.

NOTE: Neglecting to remove old adhesives may result in installation failure.

any loose tiles. If the flooring is adhered over concrete, it is always advisable to conduct a calcium chloride test for moisture on the underlying substrate.

- **Wood Subflooring** – Seal any porous areas or oil contamination. Remove any finishes. Wood underlayment should be a minimum of 3/4" tongue and groove. The underlayment must be tongue and groove.
- **Hardwood Flooring** – Remove any waxes or other floor finishes prior to carpet installation.
- **Tile** (ceramic, porcelain, marble, terrazzo) – Fill and level any grout lines.
- **Metal or Rubber** - Remove any floor finishes, dirt, or wax.
- **Gypcrete Patches** –It is the contractor's responsibility to determine if the patch is adhered firmly enough to the substrate to install the carpet.

2. Before Installation

- Arrange storage to prevent pile crush. Store carpet in flat bins with a maximum height not to exceed three boxes. Before installation, unstack the boxes of carpet tiles and allow the tiles to acclimate for 24 hours at a minimum temperature of 65° F. This allows the backing to decompress.
- The floor and room temperature should be between 65° F and 95° F and the humidity level should be between 10% and 65% for 24 hours before and 48 hours after installation. Take the reading from a thermometer placed on the floor.
- Remove and sand any protrusions in the floor greater than 1/16-inch. Fill cracks or depressions greater than 1/16-inch wide with a Portland cement-based patching compound.
- Check the porosity of the floor. A major factor in the drying rate of the adhesive is the type of floor. To check porosity, pour a cup of water on the floor. If the water beads on the surface, it indicates the floor is non-absorbent. However, if the water is absorbed rapidly, the floor is very porous.
- For all substrates, remove foreign materials *that are not well adhered* to the substrate, such as loose paint or floor patches.
- **Either remove all foreign matter from the floor, such as grease, oil, paint, wax, dirt, dust, or old adhesives, or seal the floor with one coat.**

- **Cut back or black solvent-based adhesives must be totally removed, covered with vinyl composition tile, or sealed with two coats.**

3. Recommended Equipment

- Heavy-Duty Frame Paint Roller with 1-inch Nap on a Plastic Core
- Squared Pressure Sensitive Adhesive
- Wall Trimmer with Hook Blade
- 10-146 Cushion Back Cutter
- Razor Blade Knife
- Seam Roller (steel wheeled)
- Straight Edge, Chalk line
- Tape Measure
- Scissors
- 75-pound Roller

4. Adhesive

- Squared Pressure Sensitive Adhesive must be used. Other adhesives may not be compatible.
- Apply the adhesive with a heavy-duty frame paint roller with 1-inch nap on a plastic core.
- The adhesive must be applied in a full spread; the grid method is not acceptable.
- The spread rate of the adhesive is 35 yards per gallon. The amount of adhesive applied to the subfloor is important. Before beginning installation, mark off a small area of the subfloor and determine the adhesive spread rate. This will allow you to determine the proper coverage level and amount of pressure to apply to the roller during installation. The installer must gauge the adhesive spread rate.
- On smooth surfaces, be careful not to apply too little adhesive. Just because a surface is smooth and/or sealed, it still requires a proper coating of adhesive. **A smooth surface should have the same spread rate (35 yards/gallon) as a semi-smooth or rough surface.**

CAUTION!

IF YOUR SPREAD RATE IS HIGHER THAN 35 YARDS PER GALLON, YOU ARE NOT APPLYING ENOUGH ADHESIVE TO THE SUBFLOOR.

NOTE: In some cases, due to doorways or partitions, the "starting point" is not the center of the room.

5. Installation

- a. Measure the area to find the best starting point that will utilize a maximum size perimeter tile.
- b. After selecting the starting point, snap chalk lines that bisect this point at right angles. To achieve a perfect angle, which is critical, form a triangle by measuring 6' up from the center point. Then measure 8' out from the

TIP: The Pressure Sensitive Adhesive will grab the back of the tiles very quickly. To help with installation, mist the back of the tiles with water before laying into the adhesive. This will keep the adhesive from grabbing so quickly and give you the ability to slide the tiles around while installing.

NOTE: To check the installation, 24" x 24" tiles should measure no more than 240 1/4" over ten modules.

NOTE: Neglecting to follow these instructions may result in installation failure.

center point. Then, find a 10' angle between these two points. (Figure 1)

- c. Apply Squared Pressure Sensitive Adhesive over the entire surface using a heavy duty frame handle with 1-inch nap paint roller on a plastic core. Begin at the starting point and work out to the perimeter until the entire surface is covered with adhesive. Let the roller move freely over the subfloor. Do not apply too much pressure to the roller to stretch adhesive.
- d. Allow about 20-30 minutes of open time; until the adhesive is about 80% dry. Do not allow the adhesive to dry completely. Keep the adhesive clean and free from dirt and debris during the open time.
- e. Use the chalk lines as a guide for lining up the edges of the modules. Using the pyramiding technique, install one quadrant at a time, following the numerical sequence as shown below in Figure 2.
- f. The corners of the modules should be flat to assure proper fit. Install the modules snugly. Be careful not to over-tighten the tiles.
- g. Use a 100-pound roller to roll the carpet tiles after installation is completed.
- h. Use a steel wheel seam roller or similar roller to blend and enhance the seams.
- i. The loop pile modules will have some yarn blossoming at the edges. This is inherent to this type of construction. The face yarn may require occasional trimming.

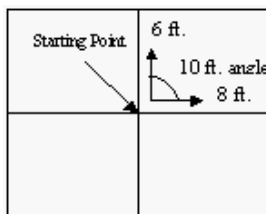


Figure 1

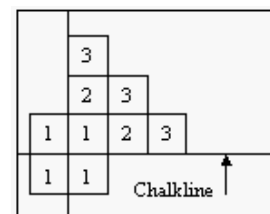


Figure 2

***See Exhibit 1 - Tarkett Installation Guide, and Exhibit 4 – Tarkett Installation & Floor Preparation Instructions

SCHEDULE E – STATE OF MICHIGAN PROSPERITY REGIONS

Contract No. 230000001067

Modular Carpet Tile, Flooring & Related Products and Services



Zone Classification

Note: The ten (10) Regions above are grouped together into Zones 1 – 6 below. These Zones are to be used for pricing purposes in Schedule B – Pricing, Tab 4 Services.

Zone 1	Region 1a, 1b, 1c	Zone 4	Region 4b, 7, 8
Zone 2	Region 2, 3	Zone 5	Region 6
Zone 3	Region 4a, 5	Zone 6	Region 9, 10

Tarkett USA Inc.

SCHEDULE G – WARRANTY

Contract No. 230000001067

Modular Carpet Tile, Flooring & Related Products and Services



Modular

Lifetime Limited Warranty

Modular styles with nylon face fiber are covered by a non-prorated Lifetime Limited Warranty issued by Tarkett against excessive surface wear, edge ravel, zippering, resiliency loss of backing, and delamination of the secondary backing from the primary backing containing the face fiber. Lifetime is defined as the period of time during which the product is owned and maintained by the original end-use purchaser in the original indoor installation location. Tarkett Modular products must be installed in accordance with the appropriate Modular Installation & Floor Preparation Instructions and must be maintained in accordance with Tarkett care and maintenance guidelines. The use of Tarkett primers, adhesives, and seam sealers or approved alternatives is required. Failure to conform to these requirements will result in loss of limited warranty coverage.

Moisture and pH testing requirements and limitations are defined in the Tarkett Modular Installation & Floor Preparation Instructions for each Modular product. Product or installation failure due to moisture or pH levels in excess of the limits set forth in these instructions is specifically excluded from limited warranty coverage.

Chair pads are not required, but are recommended for optimum textural performance. Absent the use of chair pads, more intensive maintenance will be required for areas in direct contact with chair caster traffic, and some degree of appearance change is to be expected.

Soiling visibility is affected by colors and patterns. Information on optimizing your selection can be found at www.tarkettna.com. **Appearance retention is not covered by this limited warranty.**

Excessive surface wear means more than fifteen percent (15%) loss of pile fiber weight measured before and after use.

Resiliency loss means more than ten percent (10%) loss of backing resiliency calculated using average thickness measurements of the backing of the carpet before and after use. Since resiliency recovery is not immediate and may be influenced by temperature and other conditions, thickness must be measured only after a 72-hour conditioning period.

Modular products also carry a Lifetime Limited Warranty against excessive static electricity only when installed and maintained in accordance with Tarkett approved procedures. Excessive static electricity means more than 3.0 kilovolts at a relative humidity of 20% and a room temperature of 70 degrees Fahrenheit.

If these products fail to perform as described in this limited warranty, the affected area will be repaired to meet the applicable Tarkett limited warranty provisions. If repair is not commercially practical or possible, Tarkett may, at its sole discretion, replace the affected area or refund the original Tarkett invoice cost for the affected area. If repair or replacement is required, Tarkett reserves the right to utilize an independent qualified labor provider or Tarkett Field Technical personnel. Replacement will be made with a product of comparable cost from the current Tarkett running line of products.

This limited warranty does not cover pile shading, pile crushing, tears, burns, cuts, pilling, matting, damage due to improper installation, improper use, improper maintenance, installation over irregular surfaces, point loads in excess of 150 pounds per square inch or any other damage not expressly covered above and is subject to the applicable Tarkett product tolerances, which are available upon request. **This limited warranty does not cover damage resulting from improper installation or maintenance.** Liability of Tarkett is limited to the actual repair or replacement of the affected area and does not cover incidental or consequential damages. Tarkett is not responsible for any expenses incurred for removal of furniture, partitioning, temporary walls or other fixtures on or around the affected area of the carpet.

All Tarkett Limited Warranty and Maintenance Information can be accessed at www.tarkettna.com or by dialing 800-248-2878.

THE BUYER AND/OR END USER IS SOLELY RESPONSIBLE FOR THE SUITABILITY OF THE MERCHANDISE SELECTED FOR A PARTICULAR APPLICATION. TARKETT SHALL NOT BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ANY PRODUCTS DAMAGED AS A RESULT OF FORCE MAJEURE, INCLUDING BUT NOT LIMITED TO FIRE, FLOOD, OR OTHER CATASTROPHE, ACTS OF GOD, OR ANY CAUSE BEYOND THE CONTROL OF TARKETT.

ALL IMPLIED WARRANTIES WHICH MAY ARISE BY LAW, IMPLICATION OF LAW OR APPLICATION OF COURSE OF DEALING OR USAGE OF TRADE INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND EXCLUDED. ANY ORAL STATEMENTS ABOUT THE MERCHANDISE DESCRIBED HEREIN ARE NOT WARRANTIES, SHOULD NOT BE RELIED UPON BY THE BUYER, DO NOT FORM ANY PART OF THE BASIS OF THE BARGAIN, AND ARE NOT PART OF THIS OR ANY OTHER LIMITED WARRANTY. NO AGENT, DISTRIBUTOR OR REPRESENTATIVE OF TARKETT, EXCEPT AN OFFICER OF TARKETT, SHALL HAVE AUTHORITY TO AGREE TO ANY TERM, CONDITION OR PROVISION INCONSISTENT HERewith OR NOT CONTAINED HEREIN.

Invoice No. _____

Company Installed _____

Product(s) _____

Color _____

Project Name _____

Total Square Yards _____

Project Address _____

Specific Areas Surfaced _____

Date Installation Began _____

Date Installation Completed _____

Sworn to and subscribed before me,

Authorized Signature

This _____ day of _____ 2019



Powerbond®

Lifetime Limited Warranty

Powerbond styles with nylon face fiber are covered by a non-prorated Lifetime Limited Warranty issued by Tarkett against excessive surface wear, edge ravel, zippering, resiliency loss of backing, and delamination of the secondary backing from the primary backing containing the face fiber. Lifetime is defined as the period of time during which the product is owned and maintained by the original end-use purchaser in the original indoor installation location. Tarkett Powerbond products must be installed in accordance with the appropriate Powerbond Installation & Floor Preparation Instructions and must be maintained in accordance with Tarkett care and maintenance guidelines. The use of Tarkett primers, adhesives, and seam sealers or approved alternatives is required. Failure to conform to these requirements will result in loss of limited warranty coverage.

Moisture and pH testing requirements and limitations are defined in the Tarkett Powerbond Installation & Floor Preparation Instructions for each Powerbond product. Product or installation failure due to moisture or pH levels in excess of the limits set forth in these instructions is specifically excluded from limited warranty coverage.

Chair pads are not required, but are recommended for optimum textural performance. Absent the use of chair pads, more intensive maintenance will be required for areas in direct contact with chair caster traffic, and some degree of appearance change is to be expected. More intensive maintenance will also be required for product installed on stairs, and some degree of appearance change is to be expected.

Soiling visibility is affected by colors and patterns. Information on optimizing your selection can be found at www.tarkettna.com. **Appearance retention is not covered by this limited warranty.**

Excessive surface wear means more than fifteen percent (15%) loss of pile fiber weight measured before and after use.

Resiliency loss means more than ten percent (10%) loss of backing resiliency calculated using average thickness measurements of the backing of the carpet before and after use. Since resiliency recovery is not immediate and may be influenced by temperature and other conditions, thickness must be measured only after a 72-hour conditioning period.

Powerbond products also carry a Lifetime Limited Warranty against excessive static electricity only when installed and maintained in accordance with Tarkett approved procedures. Excessive static electricity means more than 3.0 kilovolts at a relative humidity of 20% and a room temperature of 70 degrees Fahrenheit.

If these products fail to perform as described in this limited warranty, the affected area will be repaired to meet the applicable Tarkett limited warranty provisions. If repair is not commercially practical or possible, Tarkett may, at its sole discretion, replace the affected area or refund the original Tarkett invoice cost for the affected area. If repair or replacement is required, Tarkett reserves the right to utilize an independent qualified labor provider or Tarkett Field Technical personnel. Replacement will be made with a product of comparable cost from the current Tarkett running line of products.

This limited warranty does not cover pile shading, pile crushing, tears, burns, cuts, pilling, matting, damage due to improper installation, improper use, improper maintenance, installation over irregular surfaces, point loads in excess of 150 pounds per square inch or any other damage not expressly covered above and is subject to the applicable Tarkett product tolerances, which are available upon request. **This limited warranty does not cover damage resulting from improper installation or maintenance.** Liability of Tarkett is limited to the actual repair or replacement of the affected area and does not cover incidental or consequential damages. Tarkett is not responsible for any expenses incurred for removal of furniture, partitioning, temporary walls or other fixtures on or around the affected area of the carpet.

All Tarkett Limited Warranty and Maintenance Information can be accessed at www.tarkettna.com or by dialing 800-248-2878.

THE BUYER AND/OR END USER IS SOLELY RESPONSIBLE FOR THE SUITABILITY OF THE MERCHANDISE SELECTED FOR A PARTICULAR APPLICATION. TARKETT SHALL NOT BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ANY PRODUCTS DAMAGED AS A RESULT OF FORCE MAJEURE, INCLUDING BUT NOT LIMITED TO FIRE, FLOOD, OR OTHER CATASTROPHE, ACTS OF GOD, OR ANY CAUSE BEYOND THE CONTROL OF TARKETT.

ALL IMPLIED WARRANTIES WHICH MAY ARISE BY LAW, IMPLICATION OF LAW OR APPLICATION OF COURSE OF DEALING OR USAGE OF TRADE INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND EXCLUDED. ANY ORAL STATEMENTS ABOUT THE MERCHANDISE DESCRIBED HEREIN ARE NOT WARRANTIES, SHOULD NOT BE RELIED UPON BY THE BUYER, DO NOT FORM ANY PART OF THE BASIS OF THE BARGAIN, AND ARE NOT PART OF THIS OR ANY OTHER LIMITED WARRANTY. NO AGENT, DISTRIBUTOR OR REPRESENTATIVE OF TARKETT, EXCEPT AN OFFICER OF TARKETT, SHALL HAVE AUTHORITY TO AGREE TO ANY TERM, CONDITION OR PROVISION INCONSISTENT HERewith OR NOT CONTAINED HEREIN.

Invoice No. _____ Company Installed _____

Product(s) _____ Color _____

Project Name _____ Total Square Yards _____

Project Address _____

Specific Areas Surfaced _____

Date Installation Began _____ Date Installation Completed _____

_____ Sworn to and subscribed before me,

Authorized Signature This _____ day of _____ 2019



Tarkett Broadloom – Super-Lok®

Limited Warranty

Backing	Installation Method	Warranty Coverage	Warranty Duration
Super-Lok®	Direct Glue-Down Direct Glue-Down over Cushion ("Double Stick") Stretch-In Over Cushion ("Conventional")	Defects in workmanship, materials and construction Delamination and edge ravel Loss of more than 10% of surface face fiber	1 year from date of invoice 10 years from date of invoice 10 years from date of invoice

The information herein explains the terms and conditions of the limited performance warranty which Tarkett extends to initial purchasers and first end users.

Products Covered

Tarkett will extend a limited performance warranty on all products which are first quality and have been properly installed in accordance with Tarkett's published guidelines, and those of the most recent CRI-104 "Standard for Installation of Commercial Carpet," and maintained in indoor commercial installations, and providing that these and the following specific conditions herein have been met.

Who is Covered

Only First Purchasers and First End Users of Tarkett products qualify for this limited warranty. It cannot be transferred to subsequent owners.

What is Covered

The coverage and duration of this limited warranty are specific and differ accordingly to the backing type and the installation method, as indicated in the schedule above.

Adhesive and Seam Sealer: In order to maintain applicable limited warranty validation for direct-glue and double stick installations, Tarkett Greenbond™ B-19 Broadloom Adhesive System must be used to adhere the product directly to the correctly prepared substrate. Additionally, for all types of installations, all seams and unfinished edges must be sealed utilizing Tarkett C-XL Seam Sealer. The use of Tarkett Broadloom Adhesive System for direct-glue and double stick installations, and Tarkett Broadloom Seam Sealer for all types of installations, is required in order to maintain applicable limited warranty validation.

Obligations of First Purchaser and/or First End User

Both the First Purchaser and/or First End User must comply in a timely manner with any reasonable requests from Tarkett to confirm that products have been handled and installed as required to meet the terms and conditions of this warranty.

Warranty Remedies

If a qualifying Tarkett product fails to perform as warranted, Tarkett may, at its sole discretion, choose any one, or combination of, the following remedies:

1. Repair the affected area(s) at no charge.
2. Replace the affected area with product(s) of comparable color and quality.
3. Issue a full or prorated refund based on the original invoice or that portion of original invoice from Tarkett, applicable to the affected area(s).

If Tarkett elects to issue a refund for a claim honored after five years from the date of the original sales invoice, Tarkett will issue a prorated refund based on the original invoice of the First Purchaser, not to exceed the following:

6 th Year – 50%	8 th Year – 30%	10 th Year – 10%
7 th Year – 40%	9 th Year – 20%	

Labor Charges for Repair or Replacement

If Tarkett elects to replace product under this warranty, Tarkett will pay for reasonable labor and handling charges¹ associated with the repair or replacement of defective product in the affected area(s), provided that such a claim is registered within 10 years from the date of the original sales invoice.

Furniture Removal for Repair or Replacement

Tarkett will not be responsible for costs incurred for furniture, equipment, or fixture removal, nor any other costs associated with clearing or reordering of the affected area(s) in conjunction with the repair or replacement of defective product.

Exclusions from the Warranty

- ❖ Damage caused by negligent or improper storage, handling or transportation.
- ❖ Failure to comply with CRI-104 and Tarkett's installation, adhesive and floor preparation guidelines applicable to the specific type and pattern of product purchased.
Special Note: All seams must be sealed with approved seam sealer, or no claim for edge ravel or delamination will be considered.
- ❖ Damage or deterioration caused by improper site conditions which have not been adequately corrected per CRI-104 recommendations.
- ❖ Normal tolerances that may cause products to vary slightly from approved samples.
- ❖ Inherent characteristics of carpet products which may affect product appearance, but do not affect performance, including, but not limited to, multiple dye lots, textural variations, side matching, roll marks, shedding, matting and crushing, highlighting and shading, watermarking or pooling, sprouting and tuft loss, ridging and rowing.
- ❖ Product installed with visible defects.
- ❖ Product installed without verifying proper color and style by the owner, occupant or designer.
- ❖ Failure to obtain pattern match.
- ❖ Tears, burns, cuts, pulls, or other damage, stain, loss of color or appearance caused either by abuse or inadequate or improper maintenance.
- ❖ Product that has been cleaned with the spin-bonnet rotary brush method.
- ❖ Edge ravel where carpet abuts an uncarpeted area without molding or other protection.
- ❖ Product exposed to extreme indoor environmental conditions including, but not limited to laundry, toilet and wet areas, floods, direct sunlight and continuous and unprotected tracking of dirt and soil.
- ❖ Incidental damage caused by other trades, resulting from inadequate protection during construction or renovation.
- ❖ New Carpet Protection-the use of Plastic carpet protection products for post installation is not recommended. Tarkett recommends non-staining building material paper and/or Masonite. Tarkett absolves itself of any responsibility for damages or cost incurred by usage of post installation plastic protection products.
- ❖ Product installed on stairs, risers or nosing.

Use of Chair Pads

Tarkett requires the use of pads under caster chairs to minimize matting, crushing (non-warranted appearance conditions) and to prevent premature delamination.

Limitations of Warranty

The foregoing is the complete warranty for Tarkett products and supersedes all other warranties and representation, whether written or oral. Except as expressly set forth above, no other warranties are made with respect to Tarkett products and Tarkett expressly disclaims all warranties not stated herein, implied or expressed, including without limitation, any warranty of merchantability or fitness of its products for any particular purpose.

The obligation of Tarkett under this limited warranty is limited solely to the repair, replacement and/or remuneration of purchase price of defective product, in part or whole based on original invoice amount to initial purchaser. In no event will Tarkett be liable to the purchaser, or to any user of Tarkett products, for any damages, expenses, lost revenues, lost savings, lost profits, or any other incidental or consequential damages arising from the purchase, use or inability to use Tarkett products, even if Tarkett has been advised of the possibility of such damages.

¹Reasonable labor and handling charges include standard and accepted local labor and materials handling charges. It shall not include overtime, storage, or any extraordinary cost of materials handling, including those covered under the term "the lift system," cranes, hoists or other such equipment.

Tarkett North America

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800.248.2878 Fax 706.259.2136
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Limited Warranty

SECTION	PRODUCT TYPE	JOHNSONITE BRAND PRODUCT LINES
1	Rubber Sheet Flooring	Replay® Rolls
2	Compression Molded Rubber Tile	Circulinity™; CorkTones™; Defiant™; Color Splash; Mesto Configurations™; Minerality™; Organics; Prima® Olio® and Marbleized; Replay® Tiles; Solid Color Rubber Tile; Tactile Walking Surface Indicators; Terra-Turf®; Triumph and Inertia™
3	Stairwell Management	Rubber or Vinyl Stair Treads, Nosings, Risers, Stringers; Tactile Warning Surface and Safe-T-First®
4	Finishing Borders (Wall Base) Finishing Accessories	BaseWorks®; Masquerade®; Millwork®; Perceptions®; TightLock®; Traditional Rubber or Vinyl; Safe-T-First®; Vent Cove; and Transitions
5	Vinyl Sheet and Tile Flooring	A: iQ™ Optima®, iQ™ Granit™, iQ™ Granit™ SD; Granit™ Safe.T; iQ Eminent™; iQ™ Eminent Unisense; iQ Granit Sense B: Acczent®, Acczent® Flourish C: Aria™; Melodia™; Performa™; Training®; iQ™ Optima® Acoustiflor®; iQ Granit Acoustic D: Standard Plus
6	Vinyl Composition Tile	A: Vinyl Composition Tile (VCT): Tarkett VCT II B: Vinyl Enhanced Tile (VET): Azterra™; Color Essence™ Solid Vinyl Tile (SVT): Cortina Grande™
7	Linoleum Sheet Flooring	LinoFloor xf2™; LinoWall xf2™
8	Luxury/Solid Vinyl Tile and Plank	A: Adaptt™ B: Event; iD Latitude + Techtonic™ and Victory® C: Contour + Techtonic™, Even Plane
9	Underlayment	SureStart™ Underlayment; Tarkolay Underlayment

Tarkett Warranty Overview

Tarkett is pleased to offer the world's most-integrated, high-performance flooring system, bringing together design, function and safety; leading to enhanced productivity in high-performance environments. All Tarkett products are warranted against manufacturers' defects to ensure high standards of quality, performance and aesthetics.

Limited Warranty Information

Section 1: Rubber Sheet Flooring

Limited 5-Year Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of five (5) years of Commercial use that rubber sheet flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-5).

Tarkett warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.



Section 2: Compression Molded Rubber Tile

Limited 5-Year Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of five (5) years of Commercial use that molded rubber tile flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-5).

Tarkett warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

Section 3: Rubber or Vinyl Stair Treads

Limited 5-Year Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of five (5) years of Commercial use that rubber or vinyl stair tread products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-5).

Section 4: Finishing Borders (Wall Base & Accessories)

Limited 2-Year Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of two (2) years of Commercial use that rubber or vinyl wall base and/or accessory products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2).

Section 5A: Vinyl Sheet and Tile Flooring

Limited 20-Year Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of twenty (20) years of Commercial use that vinyl sheet and/or tile flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2-3); Material and 25% Reasonable Labor Costs (Year 4-5); Material Only (Years 6-10); 50% Material Only (Years 11-15); and 25% Material Only (Years 16-20).

Tarkett warrants that the products will not wear through for the warranty period of twenty (20) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

Section 5B: Vinyl Sheet and Tile Flooring

Limited 15-Year Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of fifteen (15) years of Commercial use that vinyl sheet flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2-3); Material Only (Years 4-10); 50% Material Only (Years 11-15).

Tarkett warrants that the products will not wear through for the warranty period of fifteen (15) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

Section 5C: Vinyl Sheet and Tile Flooring

Limited 10-Year Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of ten (10) years of Commercial use that vinyl sheet and/or tile flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2-3); and Material Only (Years 4-10).

Tarkett warrants that the products will not wear through for the warranty period of ten (10) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

Section 5D: Vinyl Sheet and Tile Flooring

Limited 5-Year Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of five (5) years of Commercial use that vinyl sheet and/or tile flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2-3); and Material Only (Years 4-5).

Tarkett warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

Section 6A: Vinyl Composition Tile

Limited 5-Year Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of five (5) years of Commercial use that vinyl composition tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the

defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-5).

Tarkett warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

Section 6B: Vinyl Tile Flooring

Limited 10-Year Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of ten (10) years of Commercial use that vinyl tile flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-10).

Tarkett warrants that the products will not wear through for the warranty period of ten (10) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

Section 7: Linoleum Sheet Flooring

Limited 10-Year Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of ten (10) years of Commercial use that linoleum sheet flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-10).

Tarkett warrants that the products will not wear through for the warranty period of ten (10) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

Section 8A: Luxury Tile and Plank

Limited 10-Year Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of ten (10) years of Commercial use that luxury tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-10).

Tarkett warrants that the products will not wear through for the warranty period of ten (10) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

Contract No. 230000001067
Schedule G - Tarkett Product Warranty Information

Section 8B: Luxury Tile and Plank

Limited 20-Year Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of twenty (20) years of Commercial use that luxury tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); Material Only (Years 3-10); 50% Material Only (Years 11-15); and 25% Material Only (Years 16-20).

Tarkett warrants that the products will not wear through for the warranty period of twenty (20) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

Section 8C: Luxury Tile and Plank

Limited 25-Year Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of twenty five (25) years of Commercial use that luxury tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); Material Only (Years 3-10); 50% Material Only (Years 11-15); and 25% Material Only (Years 16-25).

Tarkett warrants that the products will not wear through for the warranty period of twenty five (25) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

Section 9: Underlayment

Limited 10-Year Light Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of ten (10) years of Light Commercial use of SureStart™ underlayment with approved Tarkett LVT products, subject to subfloors being prepared & meeting Tarkett Installation Instruction guidelines and subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects or concerns prior to install; otherwise this warranty will not apply.

If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge.

If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-10).

All Tarkett Commercial Products:

This Limited Warranty applies only for products installed, used and maintained according to the written recommendations and specifications provided at the time of material purchase.

Warranty Claim Procedure

To be eligible for replacement under this warranty, the customer must file a claim by giving Tarkett written notice of the defect. This notice must be filed immediately, but in no event more than 10 days following discovery of the defect. Notice shall be given to Tarkett at its corporate address of 30000 Aurora Road, Solon, Ohio 44139.
Phone: (800) 899-8916; Fax: (440) 543-5774.

Contract No. 230000001067
Schedule G - Tarkett Product Warranty Information

If defective product has been discontinued or is otherwise unavailable, Tarkett reserves the right to select and supply the customer with Tarkett replacement flooring, similar in quality and quantity to the material claimed to be defective.

Warranty Exclusions

The Tarkett Limited Warranty does not apply to:

- The exact matching of shade, color or mottling.
- Tears, burns, cuts or damage due to improper installation or use or improper cleaning agents and maintenance methods.
- Labor costs outside of prorated schedule defined in the warranty.
- Sales of non-first quality materials, i.e., "seconds," "off goods" or other irregular flooring. Such non-first quality materials are sold "AS IS."
- Issues associated with the use of adhesives other than those recommended by Tarkett.
- Issues caused by moisture or alkali in the subfloor. Pre-installation moisture and alkali testing is required and must be made available to Tarkett upon request.
- Issues of discoloration or staining associated with subfloor contamination or markings that bleed through the flooring material.
- Problems caused by installation, uses and maintenance that are contrary to Tarkett's specifications, recommendations or instructions.
- Material installed with obvious defects not notified to Tarkett prior to installation.
- Exterior installations – Tarkett products are designed for interior applications only.
- Fading and/or discoloration resulting from heavy sunlight penetration and ultraviolet ray exposure from direct or glass-filtered sunlight.
- Damage to flooring products caused by high or spiked heels, improper protectors/casters or furniture rests. Some rolling-type casters on furniture or appliances may damage resilient flooring. Warranty as to the suitability of the factory-installed casters rests with the furniture or appliance manufacturers. To avoid Tarkett warranty exclusions, casters must be suitable for use on resilient flooring.
- Damage to flooring products from pallet jack and tow-motor traffic.
- Premature wear or deterioration from spikes and skate blade exposure.
- Variations in color or embossing between products, photography or printed color illustrations.
- Installation of Tarkett flooring in work or commercial areas exposed to oil and grease, such as commercial kitchens or butcher shops. Defiant™ Oil and Grease-Resistant Rubber tiles are recommended in such situations.
- Additional expense associated with overtime, replacing or moving appliances or furniture, business interruptions, loss of use or other related costs associated with the replacement of the flooring.
- Shifting, cracking, or movement of the substrate or foundation.
- Hydrostatic pressure, flooding, standing water or moisture on the surface of the substrate.
- Issues related to exposure to heavy rolling loads (Light Commercial Products).

Warranty Disclaimer

- EXCEPT AS STATED HEREIN, TARKETT MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES WHICH MAY ARISE BY LAW, IMPLICATION OF LAW OR APPLICATION OF COURSE OF DEALING, PERFORMANCE OR USAGE OF TRADE INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND EXCLUDED. ANY ORAL STATEMENTS ABOUT THE PRODUCTS DESCRIBED HEREIN ARE NOT WARRANTIES, SHOULD NOT BE RELIED UPON BY BUYER, DO NOT FORM ANY PART OF THE BASIS OF THE BARGAIN, AND ARE NOT PART OF THIS OR ANY OTHER LIMITED WARRANTY. NO AGENT, DISTRIBUTOR OR REPRESENTATIVE OF TARKETT, EXCEPT AN AUTHORIZED OFFICER OF TARKETT, SHALL HAVE AUTHORITY TO AGREE TO ANY TERM, CONDITION OR PROVISION INCONSISTENT HERewith OR NOT CONTAINED HEREIN. IN NO EVENT SHALL TARKETT BE LIABLE TO BUYER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES OR LOSS OF PROFIT ARISING OUT OF OR RELATING TO ANY BREACH OF THIS WARRANTY, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.
- These warranties provide specific legal rights; these and other rights may vary from state to state.

Tarkett North America

30000 Aurora Road
Solon, Ohio 44139
800.899.8916

tarkett.com

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Tarkett USA Inc.

EXHIBIT 1 – TARKETT INSTALLATION GUIDE

Contract No. 230000001067

Modular Carpet Tile, Flooring & Related Products and Services

COMPREHENSIVE PRODUCT PORTFOLIO INSTALLATION INSTRUCTION REFERENCE GUIDE





INTRODUCTION

These instructions are written as a guide to be used by professional installers when installing Tarkett products. The instructions within the links below, combined with our adhesives and flooring products, create a system. Utilizing this system will ease the installation process and provide the customer with a completed product that will perform to its intended purpose.

Always visit www.tarkettna.com for the most current installation and maintenance instructions. Technical videos and tip sheets are also available.

Johnsonite Installation Instructions

[Finishing Accessories](#)

[Rubber Tile - Specialty](#)

[Rubber Floor – Sport Multifunction](#)

[Stairwell Management](#)

[Subfloor Leveler](#)

[Wallbase](#)

Soft Surface

[Modular Carpets - All Styles and Backings](#)

[Powerbond Hybrid Resilient](#)

[Tufted Broadloom](#)

[Woven Broadloom](#)

Resilient

[Heterogeneous Sheet](#)

[Homogeneous Sheet](#)

[Installation Accessories](#)

[Linoleum](#)

[Luxury Vinyl Tile](#)

[Specialty Applications](#)

[Training Sports Multi-Function Flooring](#)

[VCT Installation Instructions](#)

Contact a Tarkett Technical Services Manager with any questions:

John- Eric Bolger
John-Eric.Bolger@tarkett.com
706-280-1990

Todd Schmidt (Eastern time zone)
Todd.Schmidt@tarkett.com
330-413-1876

Todd Shaffer (Eastern time zone)
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815-299-8996

Larry Marvel (West & Mountain time zone)
Larry.Marvel@tarkett.com
530-215-5931

Tarkett USA Inc.

EXHIBIT 2 – TARKETT MAINTENANCE MANUAL

Contract No. 230000001067

Modular Carpet Tile, Flooring & Related Products and Services

INTRODUCTION

These instructions are written as a guide to be used by professionals for the proper care and maintenance of Tarkett Soft Surface flooring. These recommendations should be implemented prior to or immediately after the installation of Tarkett Soft Surface products. Utilizing these guidelines will ease the maintenance process and provide the customer with a product that will perform to its intended purpose. Always visit www.tarkett.com for the most current installation and maintenance instructions. Technical videos and tip sheets are also available. Contact Tarkett Technical Services at (800)-248-2878 with any questions.

CLEANING EQUIPMENT & CHEMISTRIES

Cleaning equipment and chemistry shall be selected from those products certified under the *Carpet & Rug Institute Seal of Approval* testing programs. The equipment manufacturer of any counter rotating brush equipment should be consulted to help determine the correct brush configuration for the textile. The complete and current listing of these products may be found at www.carpet-rug.org. All of the cleaning agents certified under the *Seal of Approval* program have been tested for cleaning efficacy, proper pH levels, absence of optical brighteners, and neutral re-soil properties.

Truck-mounted extraction:

- Gasoline, kerosene, or propane heated equipment that sits outside of the structure while hoses run inside for cleaning
- Highest levels of soil and moisture removal

Portable extraction:

- Box-and-Wand type equipment
- Equipment more mobile, possibly more practical in most commercial applications

Self-contained extractors:

- Walk behind, pull back, or ride on type equipment
- Average soil removal, between low moisture and truck mount or portable extractors
- Much higher perceived production rate compared to truck-mount or portable extractors
- About the same perceived production rate as low moisture encapsulation cleaning

- Typically not capable of operating at the same, higher vacuum and PSI as truck-mounted or portable equipment
- Once the application, agitation, and dwell time of a pretreatment is taken into consideration, the production rate is very similar to truck mount or portable extractors.
- Cannot effectively be used as a single pass cleaning method

Twin Cylindrical Counter Rotating Brush (CRB) equipment:

- High production rate
- Excellent removal of deeply embedded soils and debris
- Has the ability to evenly distribute cleaning solution without building up friction or causing fiber abrasion
- Can be wet spray or low moisture foam devices
- Cannot entirely replace the need for water rinse extraction

NOTE: Cleaning equipment will require regular cleaning and maintenance to maintain effective results. Follow equipment manufacturer's recommendations for equipment care. For vacuum cleaners, replace nylon brush rollers at the first sign of wear. Check regularly to ensure the brush rolls are not entangled with hair and string. Empty vacuum bags when they become 1/3 to 1/2 full to improve soil removal results. Use only original manufacturer parts for cleaning equipment for consistent performance results.

BLEACH STATEMENT

Products with 100% solution dyed face fiber content are much more resistant to damage from exposure to bleach than products constructed with face yarns processed with other types of dye methods. However, even 100% solution dyed products will eventually exhibit fiber degradation from exposure to bleach. This fiber degradation can take the form of color loss/change as well as a loss of physical properties such as tensile strength. Accidental spills of bleach must be saturated with water and thoroughly extracted as quickly as possible. This procedure must then be followed by an application of an approved general cleaning agent, such as Tarkett SYON5®, agitation with a twin cylindrical counter rotating brush machine, and water rinse extraction.

ROTARY PROHIBITION STATEMENT

Please be advised that Tarkett prohibits the use of all rotary and oscillating devices or machines for the purpose of soft surface cleaning, rotary water rinse extraction, physical agitation and/or speed drying.

In place of these devices, the use of twin cylindrical counter rotating brush (CRB) machines is recommended.

The counter rotating action of the brushes in these machines allow for beneficial effects that cannot occur with any rotary device. First, the deeply embedded soils and debris in the carpet fiber are lifted up and out of the fiber and deposited into a catch tray or other component of the CRB to be removed by the user. Second, the small surface area of the brush that is in contact with the face fiber of the carpet is allowed to cool during each revolution. This contrasts with the rotary brush, bonnet, pad, plate, or disk, which is in continual contact with the face of the carpet leading to heat build-up and potential fiber damage. The proper density or thickness of the bristles of twin cylindrical counter rotating brush equipment is essential to the care and preservation of the fiber of the soft surface product. The equipment manufacturer should be consulted to help determine the correct brush configuration for the textile. The complete and current listing of these products may be found at www.carpet-rug.org



**Twin Cylindrical Counter rotating brush
machine cross section**

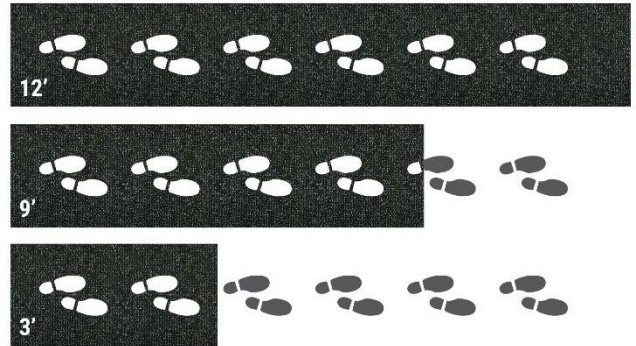
EFFECTIVE MAINTENANCE PLAN

In addition to initial planning, the maintenance program must be reviewed on a regular basis to adjust for changing traffic and use patterns. An effective maintenance plan will include the following:

1. Walk-off material at entrances and transition areas
2. Frequent dry vacuuming
3. Prompt attention to spots and spills
4. Periodic water rinse extraction for deep cleaning (**NOTE: Cool water extraction in the case of wool fiber content**)
5. Interim cleaning methods such as low moisture encapsulation may be used to provide a more uniform appearance between scheduled water rinse extractions
6. Ongoing assessment of results and adjustment of cleaning frequencies as necessary to produce the desired conditions

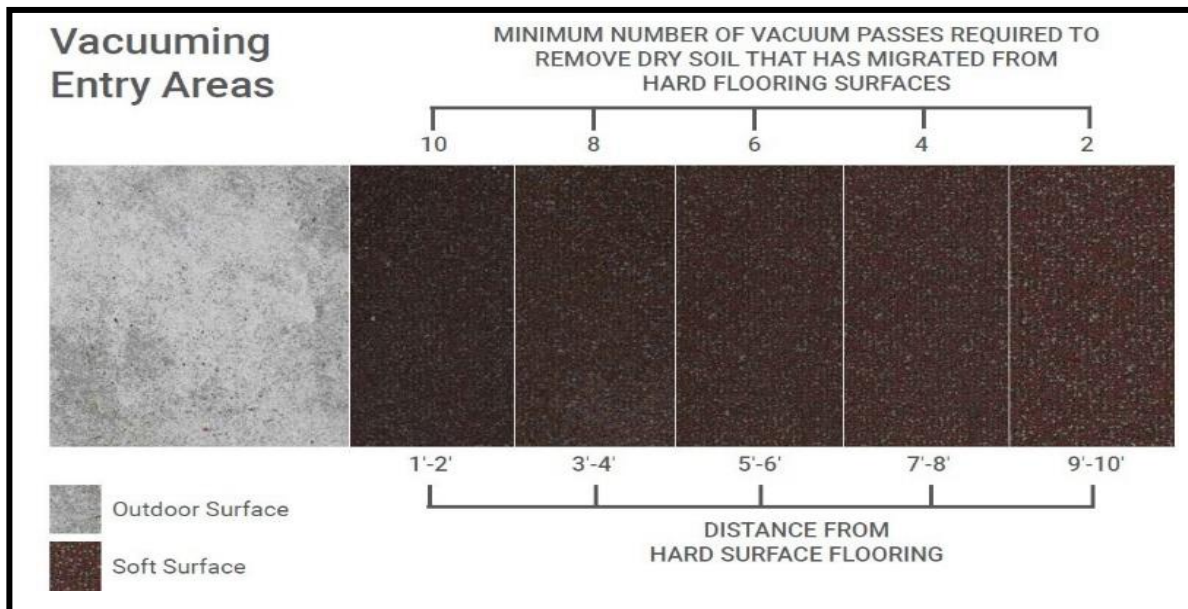
WALK OFF MATERIAL

The use of walk off material at entrances and transition areas can significantly reduce the amount of soil brought into the facility. A minimum of 12 lf (3.7 m) of coverage should be utilized, which can trap 80% of soil tracked into the building. Properly designed walk-off material will serve to scrape soil from shoe soles and wheeled traffic and retain the soil for removal via maintenance procedures. In this way, soil can be prevented from migrating through the interior space. The most intensive maintenance must therefore be applied to this area. The walk-off material must be cleaned regularly before it becomes full to the point of refusal and ceases to function as a soil barrier. Tarkett Assertive Action and Abrasive Action II meet the above specifications.



TRAFFIC LEVELS

The following are guidelines for cleaning frequencies in average commercial spaces. The frequencies are suggested starting points only. The actual frequencies required to properly maintain the product are dependent upon local site conditions and are determined by continual assessment of the ongoing maintenance program.



1. **Walk-Off Areas**
 - a. Vacuum daily using multiple passes
 - b. Water rinse extraction every month or as necessary to maintain the desired appearance level.
 - c. Spot clean as necessary
2. **Heavy Traffic Zones (More than 1,000 foot traffics per day)**
 - a. Vacuum daily using multiple passes
 - b. Water rinse extraction every 2 months or as necessary to maintain the desired appearance level
 - c. Spot clean as necessary
3. **Moderate Traffic Zones (500-1,000 foot traffics per day)**
 - a. Vacuum traffic lanes daily
 - b. Full vacuum 2-3 times weekly
 - c. Water rinse extraction every 3 months or as necessary to maintain the desired appearance level
 - d. Spot clean as necessary
4. **Light Traffic Zones (Less than 500 foot traffics per day)**
 - a. Vacuum traffic lanes daily
 - b. Full vacuum once per week
 - c. Water rinse extraction every 6 months or as necessary to maintain the desired appearance level
 - d. Spot clean as necessary

WATER RINSE EXTRACTION – DEEP CLEANING

1. Thoroughly vacuum the area to remove dry soil.
2. Fill the rinse tank of the carpet extractor with clean water. Following chemistry manufacturer's instructions for dilution, add a rinsing agent such as XL North Crystallizing Rinse.
3. Following chemistry manufacturer's instructions for dilution, apply an approved cleaning solution, such as Tarkett's SYON5 to the area as a pretreatment.
4. Mechanically agitate with a twin cylindrical counter rotating brush agitation device. Examples of this type of equipment are the XL North XLerator® and the Windsor® iCapsol.
5. Allow the agitated solution to dwell for 5 to 10 minutes or as recommended by the manufacturer of the cleaning agent. **NOTE: Do not allow the cleaning solution to dry before proceeding to the next step.**
6. Extract thoroughly to rinse and remove the cleaning agent and suspended soil.
7. Continue to rinse and extract until the recovery water runs clear.
8. Finish with dry passes (vacuum only) to remove as much moisture as possible.
9. Place air movers to expedite drying time.
10. Limit foot traffic on the area until dry.

LOW MOISTURE ENCAPSULATION – INTERIM CLEANING

1. Thoroughly vacuum the area to remove dry soil.
2. Following chemistry manufacturer's instructions for dilution, apply an approved cleaning solution, such as Tarkett's SYON5 to the area as a pretreatment.
3. Immediately mechanically agitate with a twin cylindrical counter rotating brush (CRB) agitation device. Examples of this type of equipment are the XL North XLerator and the Whittaker Smart Care® Trio.
4. Place air movers to expedite drying time.
5. Limit foot traffic on the area until dry.
6. Dry vacuum once the area is completely dry.

SPILL REMOVAL

The following steps may be used to remove liquid spills. Spills may require a cleaning solution to remove.

1. As soon as spill occurs, use a portable extractor filled with fresh hot water to flush out and remove the liquid.

-OR-

1. If a portable extractor is not available, blot the area with clean paper or cloth towels.
2. Place several layers of towels over the spill and apply pressure until excess liquid has been removed.

SPOT TREATMENT

The following steps may be used to treat more difficult spots that cannot be removed by the above steps.

Determine if the spot is water soluble or oil-based by applying water and pressing the spot with an absorbent towel. Water-soluble spots will transfer to the towel, oil-based will not transfer.

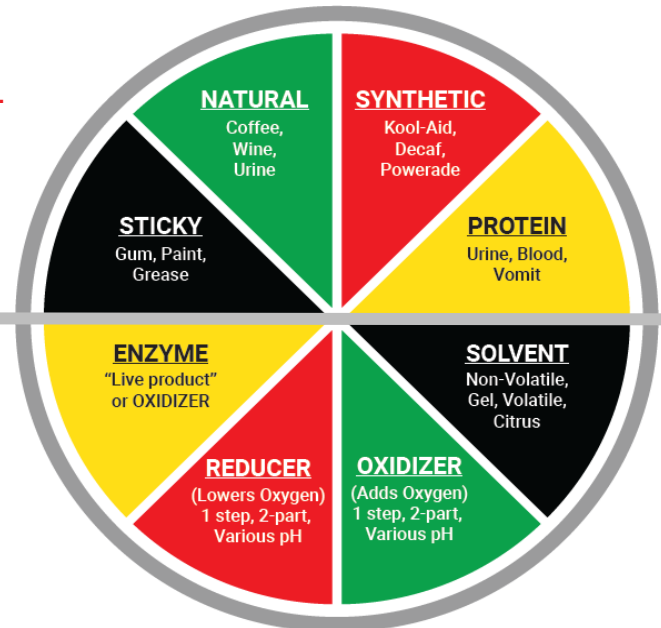
- a. For water-based spots, continue rinsing with water as long as there is transfer to the towel. A cleaning agent may not be necessary if water continues to remove the spot. If a cleaning agent is needed, apply an approved spot lifter such as Tarkett Syon-5® to the area and allow it to dwell for 5 minutes. Then, flush thoroughly with water until all detergent residues have been removed. Repeat this process as necessary to completely remove the spot.
- b. For oil-based spots, blot to remove excess liquid, then apply a solvent-based cleaning agent such as XL North's XL VDS to a towel and apply to the spot. Do not apply the cleaning agent directly to the surface as this may cause the spot to spread. Work from the outer edges of the spot towards the center. Continue to reapply solution in this manner until the spot is completely removed. Then, flush thoroughly with water until all residues have been removed.
- c. For spots of known origin, i.e., ketchup, red wine, etc., comprehensive stain removal guides for specific staining agents can be found at www.bridgpoint.com and www.proschoice.com. Following the removal of the spot as directed by the guides, the affected area must be cleaned with an approved general cleaning solution such as Tarkett Syon-5 to remove any residues from specialty spotting chemicals or other agents that were used as directed by the guides. Failure to remove these residues may result in accelerated soiling.

SPOT CHART

NOTICE: All label instructions on cleaning products must be followed.

SPOTS: 4 main types that may be left behind by conventional cleaning processes.

SPOTTERS: A variety that can help remedy those conditions. Match **COLOR** to **COLOR** to use chart



SNOW / ICE MELT COMPOUND MIGRATION & REMOVAL

It is essential to use walk-off material at entry areas to deter migration of snow/ice melt compound into the facility. It is equally important to act quickly to remove visible deposits that are not captured by the walk-off matting. **NOTE: The walk-off material must be cleaned regularly before it becomes "full" to the point of refusal and ceases to function as a soil barrier. The most intensive maintenance must therefore be applied to this area. In some environments, this process may need to be performed multiple times daily to stay ahead of snow/ice melt compound track-in.**

The use of alkaline detergents may worsen conditions. Calcium chloride snow/ice melt compound is hygroscopic (draws moisture) and turns to calcium hydroxide (lime) after attempts to clean with an alkaline detergent. The white residues from calcium chloride will very quickly track throughout a building interior and will cause severe soiling due to these hygroscopic properties.

Snow/Ice Melt Compound Removal

1. Dry vacuum the area thoroughly with a beater bar/brush equipped vacuum and making passes in North/South and East/West directions.
2. Apply an acidic tannin type stain remover such as Matrix Target Tannin Stain Remover (www.jordon.com) or Brown Out Solution & Rinse (www.banecleene.com) utilizing dilution ratios per label directions.
3. Agitate with a twin cylindrical counter-rotating brush machine or appropriate hand tool and allow to dwell for 10-15 minutes.
4. Thoroughly rinse using water rinse extraction utilizing an acidic rinse such as XL North® Crystallizing Acid Rinse (available from www.xlnorth.com) or Matrix® All Fiber Rinse, (available from www.jordon.com). Dilute per label directions and extract using the hottest water possible at 300-500 psi extractor settings.
5. Continue to rinse and extract until the recovery water runs clear.
6. Finish with multiple dry passes (vacuum only) to remove as much moisture as possible.

NOTE: It is very important to remove maximum moisture to help prevent salt from wicking back during the drying process. It is likely that steps 1 through 6 will need to be repeated for heavy contamination.

7. Place air movers to expedite drying time.
8. Limit foot traffic on the area until dry.

ENVIRONMENTAL CONTROLS: PERIODS OF DISCONTINUED HVAC OPERATION

Every facility may have challenges when faced with the task of closing all or a portion of their buildings during periods of inactivity. Some examples may include but not limited to schools during summer break, professional buildings during a work from home event, or hospital areas during a construction project.

To aid end users in the prevention of potential microbial growth during periods of inactivity in a facility, Tarkett encourages following the EPA Guidelines for managing an empty building space:

- Consider cycling the air conditioning system (if present) several hours every day to reduce indoor moisture or run portable de-humidifiers.
- Consider establishing policies that moisture generating activities (e.g., carpet cleaning) not be conducted in the summer in humid climates unless air conditioning or other moisture removing equipment is available.
- Consider manual thermostat overrides. A manual override on each thermostat should be provided so that teachers and staff can easily activate the HVAC system during non-standard hours when the energy management system has the HVAC off, such as evenings, weekends and holiday breaks. A simple push of the override button would allow a preset amount of operating time, typically 30 to 60 minutes, thus providing thermal comfort and outdoor air.
- Consider CO2 sensors in each zone to control outdoor air dampers during summer periods when occupancy may be intermittent.

For more information, visit www.epa.gov.

WATER INTRUSION & FLOODING CONDITIONS

The guidelines that are listed below are provided as general information. Tarkett cannot guarantee the degree of success that may result from an attempt to restore flooded carpet and provides no warranty coverage for the affected material.

NOTE: Limited Warranty coverage is voided for Tarkett Soft Surface products that have been exposed to flood conditions.

Soft surface flooring that has been saturated with standing water is subject to possible degradation. This degradation may lead to short term or long-term loss of adhesion and/or tuft bind strength as well as deterioration of the appearance and performance of the carpet.

Depending on the extent of damage it may be possible that the textile can be restored and continue to provide acceptable performance. A decision to attempt restoration of flooded carpet is at the discretion of the owner.

An IICRC certified water damage restoration expert should evaluate each situation to develop a specific course of action based on the conditions involved. The following suggested procedural guideline has been developed as a general guide for most water intrusion situations. Consult www.IICRC.org for water damage restoration experts in your area.

Establish the type of water intrusion that has occurred.

NOTE: When Category 1 water intrusion migrates through building materials, it quickly transitions to a Category 2 water intrusion as microbes, debris, and other contaminants are absorbed. Time is of the essence in water intrusion situations. Sanitary flooding may transition to unsanitary and finally black water as biological agents can incubate and proliferate. Once the flow of water has been stopped, restoration should begin as soon as possible.

1. **Category 1: Sanitary** – Involves flooding by potable (drinking) water. These situations may include uncontaminated sink or toilet tank overflows and ruptured pipes.
 - Extract carpet immediately (within 48 hrs. of flood event)
 - Return to a dry state within 12 hours following the intervention using air movers and dehumidification equipment
2. **Category 2: Unsanitary** – Includes any water with potential bio-contaminants. These may include roof leaks, toilet overflows with limited urine content, or any intrusion with limited contamination.
 - Employ the services of an IICRC certified water damage restoration expert
 - Extract carpet within immediately (within 48 hours) after the flow of water has stopped
 - Treat with an approved carpet sanitizer or antimicrobial, making sure to follow all label instructions closely
 - Rinse and extract
 - Return to a dry state within 12 hours following the intervention using air movers and dehumidification equipment
3. **Category 3: Black Water** – Includes any water coming into contact with the ground, seawater, raw sewage, or flooding because of rising water. Carpet exposed to black water should be replaced. Immediate removal is recommended because of potentially high bio-pollutant levels.
 - Always assume there is concern for human health and use proper personal protective equipment (gloves, safety glasses, respirators, etc.) even if reoccupying the facility
 - Employ the services of an IICRC certified water damage restoration expert
 - Subfloors must be treated with an approved disinfectant, making sure to follow all label instructions closely
 - Walls, furnishings, and other interior items may require demolition and proper disposal
 - Return to a dry state within 12 hours following the intervention using air movers and dehumidification equipment

Tarkett North America

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Maintenance

Powerbond Care Program

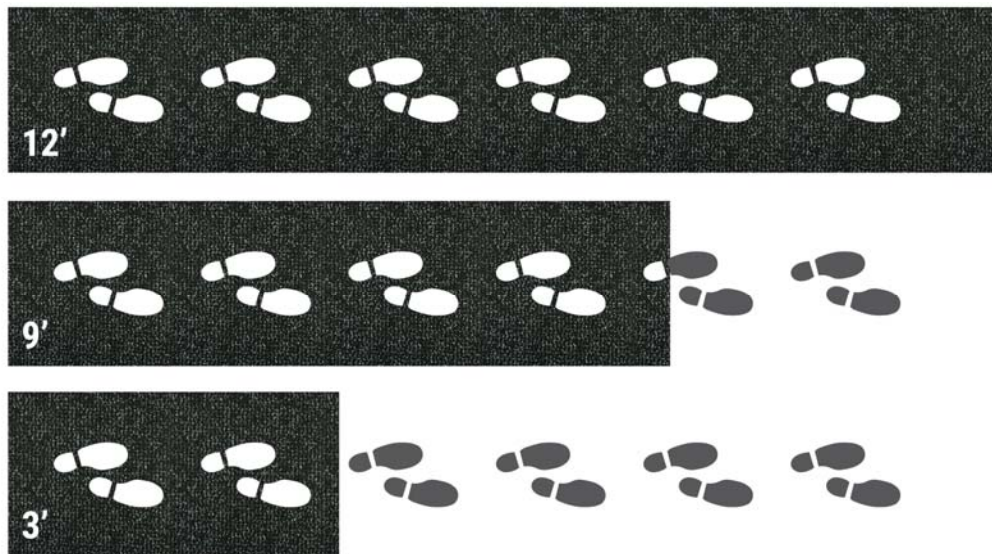
The following CARE recommendations should be implemented prior to, or immediately after the installation of Tarkett Soft Surface products. Use and traffic patterns in a facility can vary greatly; therefore, a planned maintenance program must be designed for each facility. In addition to this initial planning, the maintenance program must be reviewed on a regular basis to adjust for changing traffic and use patterns. All textile installations require a properly designed and implemented maintenance system to maximize appearance retention.

WALK-OFF MATERIAL

Virtually all of the soil in a facility is tracked in from the outside. The use of walk-off material at entrances and transition areas can significantly reduce the amount of soil brought into the facility. Material sufficient to provide 12 foot-falls, about 30 linear feet (or more) of coverage should be utilized. Properly designed walk-off material will serve to scrape soil from shoe soles and wheeled traffic and retain the soil internally for removal via maintenance procedures. In this way, soil can be prevented from migrating through the interior space. The walk-off material must be cleaned before it becomes “full” and ceases to function as a soil barrier. The most intensive maintenance must therefore be applied to this area.

Entry Mats

Eighty percent (80%) of the soil brought into any building can be trapped within the first 12-15 feet after stepping onto walk-off material. Using the Triad System at all entry points can reduce the amount of maintenance needed for the entire facility.



CLEANING EQUIPMENT & CHEMISTRIES

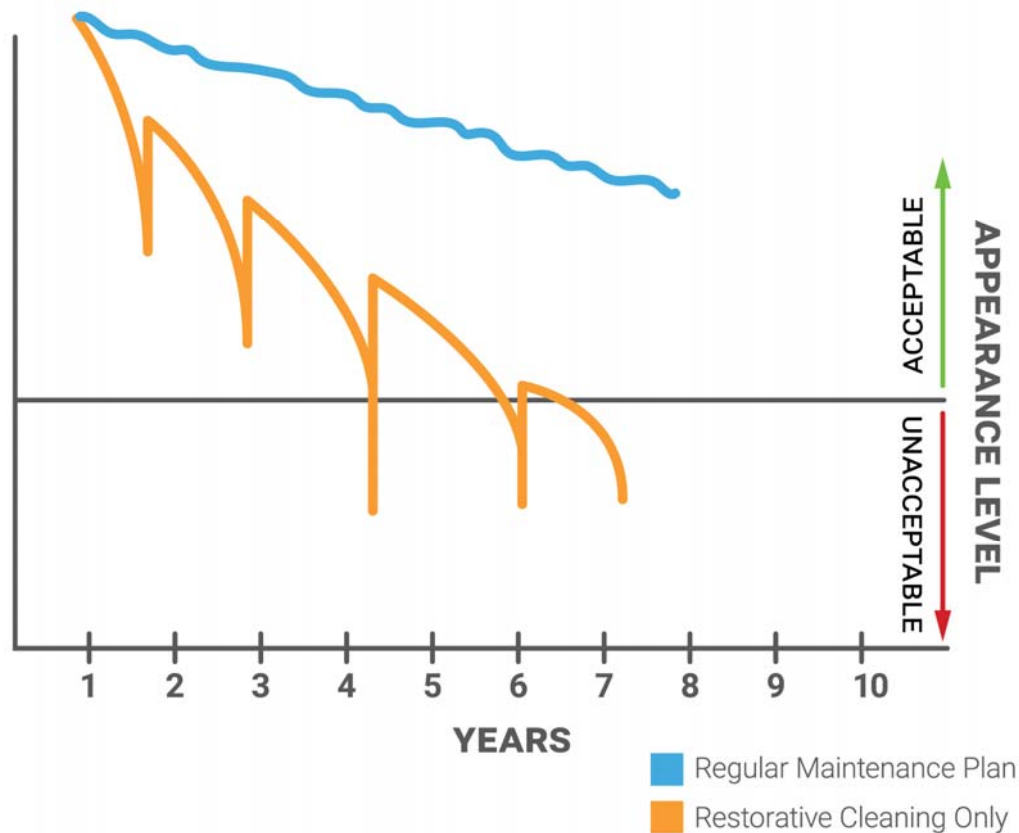
Cleaning equipment and chemistry should be selected from those products certified under the Carpet & Rug Institute Seal of Approval testing programs. The complete and current listing of these products may be found at www.carpet-rug.org. All of the cleaning agents certified under the Seal of Approval program have been tested for cleaning efficacy, proper pH levels, absence of optical brighteners, and neutral re-soil properties. It is of particular importance to choose cleaning chemistries that do not leave sticky residues that cause accelerated soiling.

Note that the use of rotary equipment, including the spin bonnet, is prohibited for use on Tarkett soft surface products. For additional information please refer to Tarkett Rotary Prohibition Statement

COMPONENTS OF AN EFFECTIVE MAINTENANCE PLAN

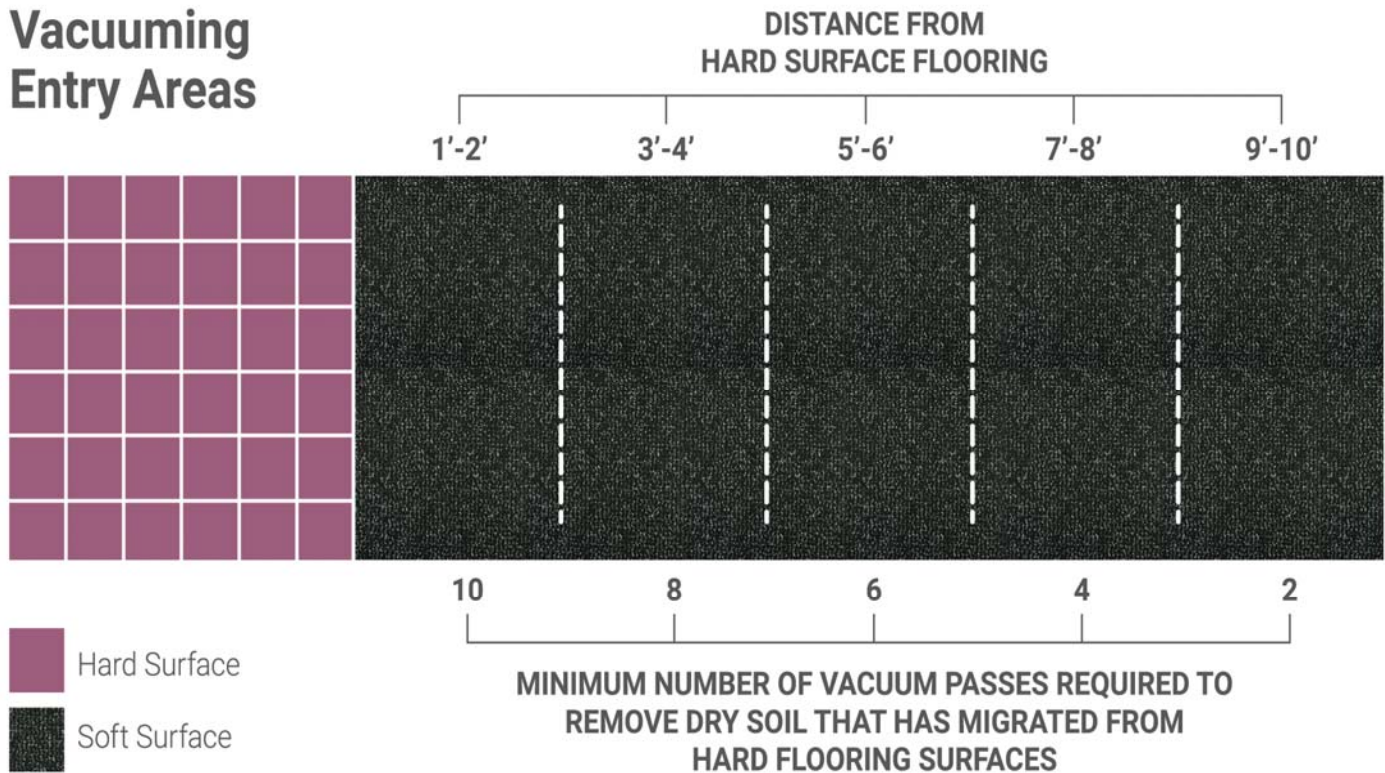
- Walk-off Material at Entrances and Transition Areas
- Frequent Dry Vacuuming
- Prompt Attention to Spots and Spills
- Periodic Hot Water Extraction for Deep Cleaning (**Cool Water Extraction in the case of wool fiber content**)
- Interim Cleaning Methods Such as Low Moisture Encapsulation or Absorbent Compound May be Used to Provide a More Uniform Appearance Between Scheduled Hot Water Extractions
- Ongoing Assessment of Results and Adjustment of Cleaning Frequencies as Necessary to Produce the Desired Conditions

Soft Surface Appearance Management



A note on equipment care: Like any tool, keeping cleaning equipment in top working order enhances cleaning results, lowers carpet maintenance costs by extending equipment life and limits staff downtime due to equipment failure. Follow equipment manufacturer recommendations for equipment care. For vacuum cleaners, replace nylon brush rolls at the first sign of wear. Check regularly to ensure the brush rolls aren't entangled with hair and string. Empty vacuum bags when they become one third to one half full to improve soil removal results. Use only original equipment manufacturer parts for consistent performance results.

Vacuuming Entry Areas



TRAFFIC LEVELS

The following are guidelines for cleaning frequencies in **average commercial spaces**. The frequencies listed are suggested starting points only.

The actual frequencies required to properly maintain the product are dependent upon local conditions and are determined by continual assessment of the ongoing maintenance program.

Walk-Off Areas

- Vacuum daily using multiple passes.
- Hot water extract every month or as necessary to maintain the desired appearance level.
- Spot clean as necessary.

Heavy Traffic Zones – More than 1,000 foot traffics per day

- Vacuum daily using multiple passes.
- Hot water extract every 2 months or as necessary to maintain the desired appearance level.
- Spot clean as necessary.

Moderate Traffic Zones – 500 to 1,000 foot traffics per day

- Vacuum traffic lanes daily.
- Full vacuum 2-3 times weekly.
- Hot water extract every 3 months or as necessary to maintain the desired appearance level.
- Spot clean and vacuum as necessary.

Light Traffic Zones – Less than 500 foot traffics per day

- Vacuum traffic lanes daily.
- Full vacuum weekly.
- Hot water extract every 6 months or as necessary to maintain the desired appearance level.
- Spot clean and vacuum as necessary.

SPILL REMOVAL

Spills may require a cleaning solution to remove.

- As soon as a spill occurs, use a portable extractor to flush out and remove the liquid.
- If a portable extractor is not available, blot the spill with paper or cloth towels.

- Place several layers of towels over the spill and apply pressure until all of the excess liquid has been removed.

SPOT REMOVAL

Some spots may be more difficult to remove and may require aggressive spotting solutions. The first step in removing a spot is to determine if it is water-soluble or oil-based. This will help in the selection of a cleaning solution. An application of water will help to make this determination. Water-soluble spots will transfer to an absorbent towel; oil-based spots will not.

- For water-based spots, continue rinsing with water as long as there is transfer to the towel. A cleaning agent may not be necessary if water continues to remove the spot. If a cleaning agent is needed, apply an approved spot lifter such as Syon-5 available through Tarkett to the area and allow it to soak for 5 minutes. Then, flush thoroughly with water until all detergent residue has been removed. Repeat this process as necessary to completely remove the spot.
- For oil-based spots, blot to remove excess liquid, then apply a solvent-based cleaning agent such as Bane-Clene Saf-T-Solv to a towel and apply to the spot. Do not apply the cleaning agent directly to the surface as this may cause the spot to spread. Work from the outer edges of the spot towards the center. Continue to reapply solution in this manner until the spot is completely removed. Then, flush thoroughly with water until all residue has been removed.
- For spots of known origin, i.e., ketchup, red wine, etc., comprehensive stain removal guides for specific staining agents can be found at www.bridgepoint.com and www.proschoice.com. Following the removal of the spot as directed by the guides, the affected area must be cleaned with an approved general cleaning solution such as Prochem Ultraclean Trafficlean to remove any residues from specialty spotting chemicals or other agents that were used as directed by the guides. Failure to remove these residues may result in accelerated soiling.

HOT WATER EXTRACTION DEEP CLEANING

- Thoroughly vacuum the area to remove dry soil.
- Fill the rinse tank with clean water only. In some cases, the use of an acid rinse may be appropriate to return the cleaned area to a neutral pH.
- Apply the cleaning solution to the area as a pre-spray. NOTE: Always follow chemical manufacturer's label instructions for dilution rate.
- Mechanically agitate with a twin cylindrical counter rotating brush agitation device. Examples of this type of equipment are the XL North XLerator and the Windsor iCapsol.
- Allow the agitated solution to dwell for 5 to 10 minutes or as recommended by the manufacturer of the cleaning agent. In any case, do not allow the cleaning solution to dry before proceeding to the next step.
- Extract thoroughly to rinse and remove the cleaning agent and suspended soil.
- Continue to rinse and extract until the recovery water runs clear.
- Finish with dry passes (extraction only) to remove as much moisture as possible.
- Place air movers to expedite drying time.
- Limit foot traffic on the area until dry.

LOW MOISTURE ENCAPSULATION INTERIM CLEANING

- Thoroughly vacuum the area to remove dry soil.
- Apply the encapsulation cleaning solution as a pre-spray. It is important to confirm that the selected cleaning agent has the required encapsulation properties. NOTE: Always follow chemical manufacturer's label instructions for dilution rate.
- Immediately mechanically agitate with a twin cylindrical counter rotating brush agitation device. Examples of this type of equipment are the XL North XLerator and the Windsor iCapsol Mini.
- Dry vacuum once the area is completely dry.

ABSORBENT COMPOUND INTERIM CLEANING

- Thoroughly vacuum the area to remove dry soil.
- Apply the absorbent compound as recommended by the manufacturer.
- Agitate with a counter rotating brush device to thoroughly work the compound into and throughout the carpet face.
- Vacuum to remove the absorbent compound along with suspended soil and other contaminants.



LUXURY VINYL TILES AND PLANKS MAINTENANCE INSTRUCTIONS

Contour, Event, iD Latitude, and Resolve

INTRODUCTION

These instructions are written as a guide to be used by professionals for the proper care and maintenance of the floor. Utilizing these guidelines, with the cleaning products listed below, will ease the maintenance process and provide the customer with a product that will perform to its intended purpose. Always visit www.tarkettna.com for the most current installation and maintenance instructions. Technical videos and tip sheets are also available. Contact Tarkett Technical Services at (800)-899-8916 with any questions.

POST INSTALLATION / INITIAL CLEANING

Job site conditions will cause grit and dirt to accumulate. Initial cleaning must not be performed until 72 hours after installation. However, it is necessary the floor be swept and protected until maintenance begins.

1. Thoroughly sweep or vacuum the flooring to remove all loose dirt and grit.
2. Prepare a cleaning solution using one of the recommended pH neutral cleaners identified on the reference chart below.
3. The dilution ratio depends on light to heavy soil conditions. Follow the manufacturer's label instructions.
4. Apply the cleaning solution with a nylon or rayon mop, or pump type sprayer. **DO NOT FLOOD THE FLOOR.**
5. Let the cleaning solution dwell for 5 to 15 minutes (dwell time is based on soil conditions of the floor). **DO NOT ALLOW THE SOLUTION TO DRY.**
6. Scrub the flooring using a single disc rotary machine (175 – 350 RPM) equipped with a 16 to 24 gauge nylon bristle brush, or a 3M 5100 red pad or equivalent. In small areas, use a deck brush attached to a handle. **DO NOT USE BROWN OR BLACK PADS.**
7. Remove the cleaning solution using a wet vacuum or a mop.
8. Rinse the floor thoroughly with clean water.
9. Allow the flooring to dry completely.
NOTE: The cleaning process may need to be repeated on heavily soiled floors.

PREVENTIVE CARE

1. An effective barrier matting system should be installed at all entrances to reduce cleaning costs and extend the life of the floor.
2. Protect the flooring from damage by using good quality protective glides and casters for chairs, tables, and other furniture using products designed for resilient floors. Caster or wheel damage, in work stations or similar environments, can be avoided with the use of chair pads.
3. Do NOT use steel wool, strong solvents (gasoline, turpentine, and acetone), or all-purpose cleaners (Lestoil, Top Job, etc. and similar products).
4. Do NOT use sweeping compounds or mops treated with petroleum solvents, silicone compounds or loose abrasives that damage the flooring.
5. Do NOT use disinfectant cleaners and insecticide sprays containing oil or solvents that may settle on the floor in sufficient quantity to discolor, cause slipperiness, and harm the flooring.

ROUTINE / DAILY CLEANING

It is very important to clean the flooring at a frequency consistent with the amount and type of traffic and soil conditions. Daily cleaning is recommended.

1. Thoroughly sweep or vacuum the flooring to remove all loose dirt and grit.
2. Prepare a cleaning solution using one of the recommended pH neutral cleaners identified on the reference chart below.
3. The dilution ratio depends on light to heavy soil conditions. Follow the manufacturer's label instructions.
4. Damp mop the cleaning solution onto the floor with a nylon or rayon mop. Be sure to wring the mop between each application. Or, use an auto scrubber equipped with a 16 to 24 gauge nylon bristle brush, or a 3M 5100 red pad or equivalent. **DO NOT FLOOD THE FLOOR.**
5. Allow the flooring to dry completely.
6. Remove minor stains and scuffs in conjunction with the damp mopping. Use a white or red pad if required.

PERIODIC / DEEP CLEANING

When Routine / Daily Cleaning no longer provides adequate results, a more aggressive deep cleaning is required to thoroughly clean the floor.

1. Thoroughly sweep or vacuum the flooring to remove all loose dirt and grit.
2. Prepare a cleaning solution using one of the recommended pH neutral cleaners identified on the reference chart below.
3. The dilution ratio depends on light to heavy soil conditions. Follow the manufacturer's label instructions.
4. Apply the cleaning solution with a nylon or rayon mop, or pump type sprayer. **DO NOT FLOOD THE FLOOR.**
5. Let the cleaning solution dwell for 5 to 15 minutes (dwell time is based on soil conditions of the floor). **DO NOT ALLOW THE SOLUTION TO DRY.**
6. Scrub the flooring using a single disc rotary machine (175 – 350 RPM) equipped with a 16 to 24 gauge nylon bristle brush, or a 3M 5100 red pad or equivalent. In small areas, use a deck brush attached to a handle. **DO NOT USE BROWN OR BLACK PADS.**
7. Remove the cleaning solution using a wet vacuum or a mop.
8. Rinse the floor thoroughly with clean water.
9. Allow the flooring to dry completely.
NOTE: The cleaning process may need to be repeated on heavily soiled floors.

Flooring may be maintained by following a conventional floor finish maintenance system if desired. Conventional floor finish maintenance systems require periodic stripping of the floor finish. Always follow the manufacturer's label instructions for proper application and use.

MAINTENANCE PRODUCT REFERENCE CHART

NOTE: Always follow the manufactures label for proper mixing ratios and use.

	Initial Cleaning	Daily Cleaning	Deep Cleaning
Buckeye www.buckeyeinternational.com 1-800-321-2583	Straight Up	Crossroads	Crossroads
Diversey www.diversey.com 1-800-558-2332	Profi	Profi	Profi
	GP Forward	GP Forward	GP Forward
	Prominence	Prominence	Prominence
Certified Green Products		Stride	Stride
Spartan Chemical www.spartanchemical.com 1-800-537-8990	Tribase	Tribase	Tribase
		Damp Mop	Damp Mop
Certified Green Products	Green Solutions Industrial Cleaner	Green Solutions All Purpose Cleaner	Green Solutions All Purpose Cleaner
XL North www.xlnorth.com 1-888-530-2259	XL APC All Purpose Cleaner	XL APC All Purpose Cleaner	XL APC All Purpose Cleaner

Tarkett North America

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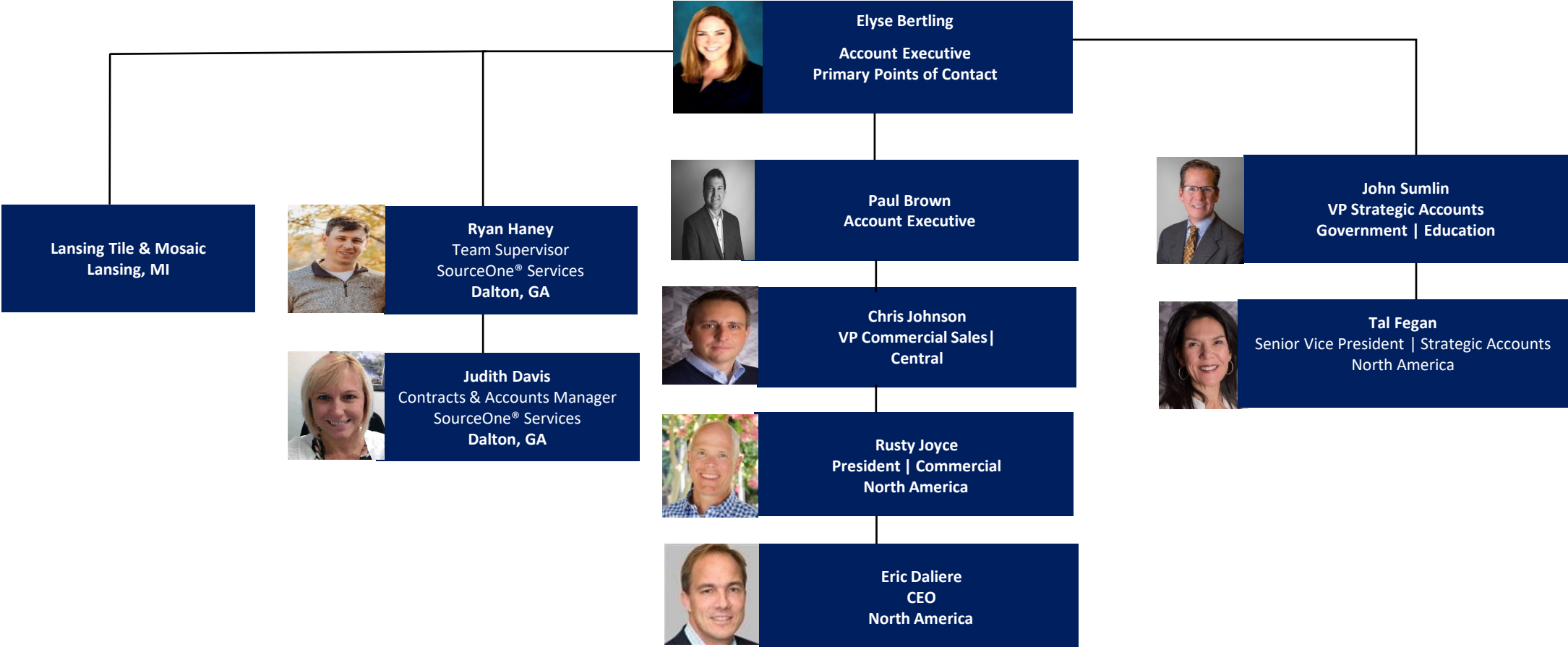
Tarkett USA Inc.

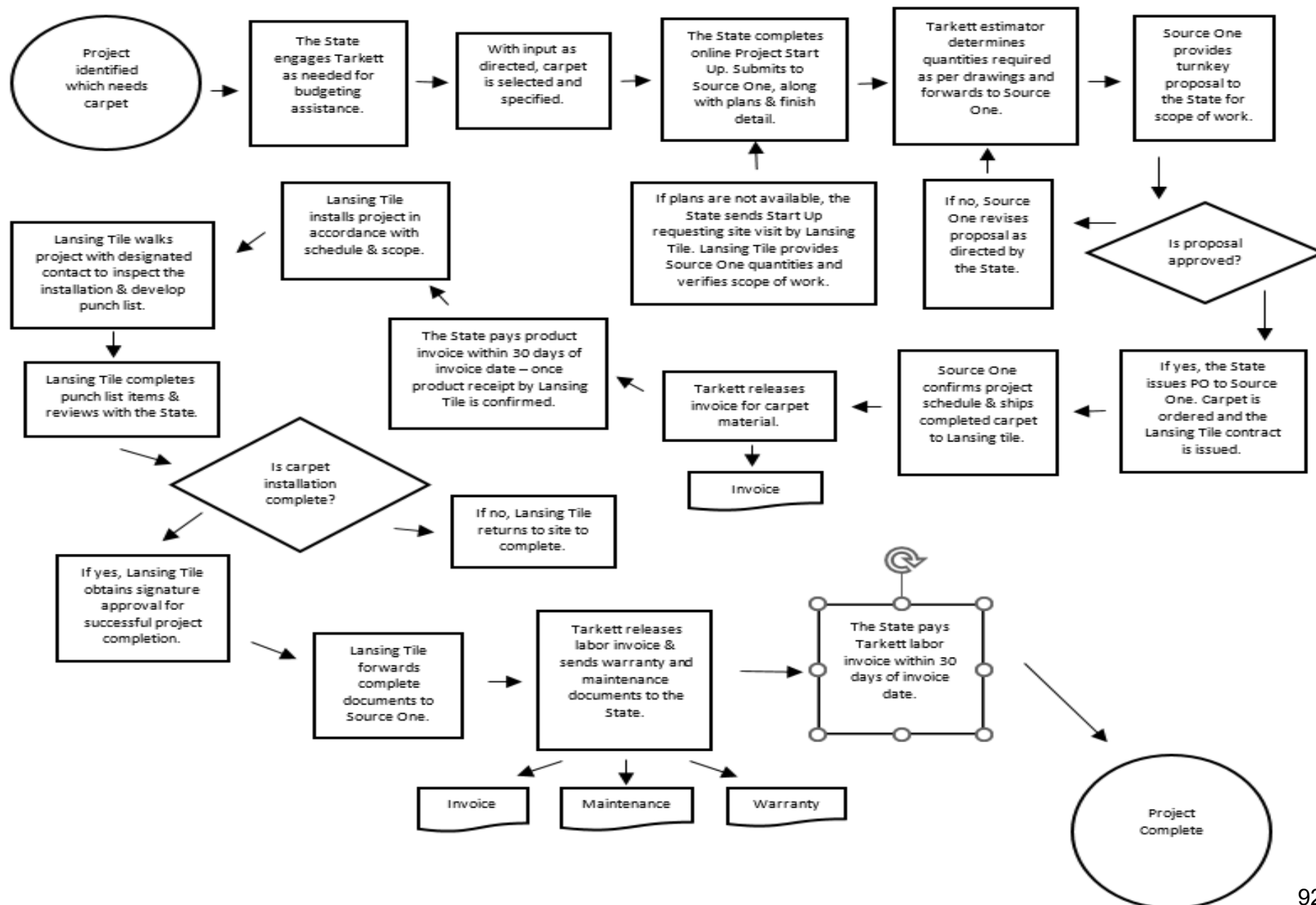
EXHIBIT 3 – TARKETT STATE OF MICHIGAN ORGANIZATION CHART

Contract No. 230000001067

Modular Carpet Tile, Flooring & Related Products and Services

Tarkett Account Management Team | State of Michigan





Tarkett USA Inc.

EXHIBIT 4 – TARKETT INSTALLATION & FLOOR PREPARATION INSTRUCTIONS

Contract No. 230000001067

Modular Carpet Tile, Flooring & Related Products and Services



Installation & Floor Preparation Instructions

Powerbond® Cushion

General Notes

- These installation instructions are general and are not intended to be applicable for all sub-floor conditions. If you have any specific questions concerning the proper installation (or use) of any Tarkett products, please contact Tarkett Field Technical Services at 800-241-4902.
- Products should be inspected for dye lot, style, color, size, quality and shipping damage **prior** to installation.
- Products should **not** be installed if any irregularities are observed.
- It is the responsibility of the installation contractor to insure that the sub-floor is properly prepared prior to installation.**
- Be certain to read and adhere to the shelf-life and freeze-thaw stability information that is printed on the label of the installation materials.
- Tarkett is not responsible for product failures of any kind if these installation instructions, including floor preparation requirements, are not strictly followed.
- Only** Tarkett approved installation materials are to be used when installing Powerbond Cushion products.

Installer Certification

- Tarkett requires certified Powerbond installers to install Powerbond Cushion products on commercial or residential jobsites. Contact your local Tarkett Account Executive for more information on installer certification.

Storage

- Powerbond Cushion rolls **must** be stored by standing each roll on its end, **or** lying side by side.
- Do **not** stack Powerbond Cushion rolls on top of one another.
- Powerbond Cushion roll goods **must** be stored in a controlled climate environment at an ambient temperature between 65°-85°F, and an ambient relative humidity of below 65%.

Site Requirements

- Tarkett Powerbond Cushion products are intended for indoor installations on dry, properly prepared sub-floors. Do not install the Powerbond Cushion product outdoors.
- The Powerbond Cushion product is not intended for installation on walls, ramps, or on wet surfaces.
- The ambient temperature of the interior environment at the site of installation, including the sub floor, must be no lower than 65°F and no higher than 85°F for a period at least 72 hours prior to installation, during installation, and after the installation has been completed. Ambient Relative humidity must not exceed 65%. Do **not** install the Powerbond Cushion product outside of these parameters.

Moisture Testing

- Powerbond Cushion products installed using #54 Seam Weld, C-XL Water Based Seam Sealer or Power-Weld, do **not** require that Calcium Chloride nor In-situ Relative humidity (RH) testing be done prior to installation of the product, provided that no free liquids are present on the surface of the substrate and no moisture stained concrete is evident.
- In the event that free liquids and/or moisture stained concrete are observed, a full assessment of the concrete substrate is required. This assessment includes MVER testing per ASTM F-1869-04 (Standard Test Method for Measuring Moisture Emission Rate of Concrete) and In-Situ RH testing per ASTM F-2170-02 (Standard Test Method for Measuring Relative Humidity in Concrete).

NOTE: Calcium Chloride (Moisture Vapor Emission Rates), In-situ Relative humidity, and pH testing measure the moisture and pH levels of a concrete substrate during the period of time in which the testing is conducted. It is important to note that moisture vapor can move dynamically through a concrete substrate, and that MVER, RH, and pH can both increase and decrease over time. Tarkett is not responsible for any product failures as a direct result of, or associated with, changes in substrate conditions, including increases in moisture and pH levels after the Powerbond Cushion has been installed.

pH Testing

- pH testing **is** required prior to the installation of Powerbond Cushion products.
- The required pH range is from 7.0 - 9.0 as tested according to ASTM F-710-05.
- Do not install Powerbond Cushion products over a concrete substrate with surface pH measuring above 9.0.

NOTE: Tarkett does not represent or make any express or implied warranties that Tarkett floor covering products will or will not affect, prevent, or cure any moisture or alkalinity related issues that may arise due to moisture and alkalinity levels found in the concrete. Tarkett expressly disclaims such express or implied representations or warranties.

Sub-floor Preparation (Conditions and Inspection)

- The sub-floor must be structurally sound and completely dry prior to beginning the installation.
- All old existing adhesives must be **completely** removed from the surface of the sub-floor prior to installation of the Powerbond Cushion product. Do not use solvents or any other chemical adhesive removers to remove the adhesive or clean the surface of the sub-floor. If **complete** removal of old existing adhesives is not possible, encapsulation of old existing adhesive(s) using a Portland cement based product is potentially an option. **(Contact the cement manufacturer directly for all guidelines and approvals pertaining to the use of their products over the specific substrate and/or sub-floor conditions at the jobsite).**

IMPORTANT: IF the old existing adhesive(s) are determined to be asbestos containing, a licensed asbestos contractor in accordance with state and federal requirements should be consulted before the removal of any asbestos containing cut-back adhesive(s).

- Any curing compounds, admixtures or, sealers, must be chemically and physically compatible with the Tarkett Powerbond Cushion product, or they must either be removed, or skim coated with a Portland cement based product. **(Contact the cement manufacturer directly for all guidelines and approvals pertaining to the use of their products over the specific substrate and/or sub-floor conditions at the jobsite).**
- Chemically abated floors or the use of chemical adhesive removers prior to the installation of the Tarkett Powerbond Cushion product can potentially result in product and/or installation failures, and are **not** recommended **nor** approved. Furthermore Tarkett does not warrant bond, and will not accept any warranty claims that might be in any way associated with unacceptable subfloor conditions, including the use of unapproved chemical treatments.
- Clean the sub-floor of all excess concrete spots, solid debris, or paint spots using suitable scraping methods. Sweep and vacuum the floor after patching and debris removal. Completely remove all wax, dirt, grease, and paints. Do not use an oil, wax, or silicone based sweeping compound. Make sure all perimeter areas are clean.
- Concrete sub-floors should be finished smooth and should conform to the standard specifications as recommended by the Portland Cement Association. Smooth, nonporous sub-floors should be damp mopped prior to installation.

- All sub-floors should be level and the sub-floor should be flat to within 1/8" in 10 feet. Cracks, holes and depressions can be filled using Portland Cement/Latex fortified patching material. Do not install over loose tile (VAT, VCT or other loose existing flooring substrates).

Use of Floor Primer (General)

- All new or clean porous or semi-porous concrete, cement, or plywood surfaces must be primed using Tarkett C-36E floor primer. Conduct multiple porosity tests to determine surface porosity.
- All surfaces that have been skim coated or patched using a Portland cement or gypsum based materials must be primed using Tarkett C-36E floor primer.
- Primer should be applied using a 3/8" short-nap paint roller. Allow the primer to dry completely. The C-36E primer will turn to a faint light blue tint, and will not transfer to the touch when dry.
- Surfaces that are nonporous do **not** require the use of C36-E floor primer. These surfaces must be cleaned as mentioned in the sub-floor preparation section on Page 1.

IMPORTANT: Old existing adhesive(s) must be completely removed from the surface of the substrate or sub-floor. Once the adhesive(s) have been removed, conduct multiple porosity tests to determine surface porosity after all adhesive residue has been removed.

Powerbond Cushion Installation

- 1) Place (snap) a white chalk line in the center of the room in the lay direction. Do **NOT** use blue or red chalk.
- 2) Roll out the Powerbond carpet face-up with the arrows printed on the back pointing in the same direction. Lay out the carpet so seams run toward the main light sources whenever possible.
- 3) Lay the first breadth of carpet with the edge on the chalk line. Allow the ends and edges of carpet (as needed) to run up the wall a minimum of 2" for later trimming. Roll out the second breadth of carpet with the common edge overlapping the first breadth of carpet a minimum of 2" for either a straight or serpentine cutting method.
- 4) The above described procedure can be followed to dry-lay the carpet in a room or work area. Allow a 2" (straight or serpentine cut) overlap at the butt ends of all rolls and anywhere a seam is required.
- 5) On the first seam only, working with two breadths of carpet, fold back one-third of each breadth of carpet (lengthwise) exposing the chalk line. Start folding back from one end of the carpet to prevent shifting. This procedure is referred to a "1/3 - 1/3 start." This procedure sets up all remaining seams in either direction for the "1/3 -2/3" installation system.
- 6) Spread Tarkett C-16E adhesive on the sub-floor between the folded back sections of carpet. Use a 3/32 x 3/32 x 3/32" V-notched trowel to apply the adhesive (on a smooth surface, use a smaller notched trowel). Allow adhesive sufficient open time to set-up (see installation instructions on container).
- 7) Starting from the center of the first breadth of carpet, feed it onto the sub-floor in a continuous, rolling manner. The edge of the carpet should be the last section of material to feed into the adhesive. Do not allow adhesive to come into contact with the face of the carpet.
- 8) Roll the first breadth of carpet using a 100-pound roller starting from the center of the breadth and rolling straight to the seam.
- 9) Feed the second breadth of carpet onto the sub-floor. Make sure the overlap onto the first breadth is maintained.
- 10) Roll the second breadth of carpet using a 100-pound roller starting from the center of the breadth and rolling straight to the seam.
- 11) Adjust the Tarkett double cut knife blade to cut through both pieces of Powerbond carpet and lightly touch the sub-floor. A sharp blade is required to successfully complete this procedure.
- 12) Determine the pile lay direction of the carpet and cut in the "smooth" direction. Using firm pressure on the knife-body, cut through both breadths of carpet in one fluid, continuous motion. Double cut down the middle of the overlap for a straight cut 2" overlap. For a serpentine cut (2" overlap), cut the carpet in a wave pattern with an 18" – 24" repeat in the wave. Do not allow the knife to track off the top piece of carpet. Use a carpet-trimming knife to double cut up to walls and structural members.
- 13) Remove top and bottom strips.
- 14) Hold back one edge of the Powerbond and apply a bead of Tarkett #54 seam weld, C-XL seam sealer or Power-Weld (minimum of 1/8") to the backing edge where it comes in contact with the sub-floor, working no more than 10 lineal feet at a time. Weld/seam sealer is only required to be applied to one edge at each seam. Note: Seam Weld #54 and Power-Weld are fast drying sealers – use Seam Cleaner #77 for Seam Weld #54 or acetone for Power-Weld immediately to remove any weld that gets on the face of the carpet. C-XL can be easily cleaned while wet with water and a clean white towel.

NOTE: For installations using C-XL seam sealer, rolling and/or foot traffic at or near all seams should be restricted for at least 24 hours.

- 15) Make up the seam starting at the center of the seamed line. Use a sliding motion to push the second breadth of carpet into the seam and Seam Weld. Avoid pushing the carpet down into the Weld, as this may push the Weld away from the seam and result in a poor seam. Do not get any seam sealer in the face of the yarn.
- 16) As needed, use a clean, white, dry absorbent cloth and Seam Cleaner #77 for #54 Seam Weld or acetone for Power-Weld to clean up any excess Seam Weld. Seam Weld must be cleaned immediately. Place the Seam Cleaner on the cloth, but **DO NOT** saturate. **DO NOT** apply seam cleaner to carpet. Blot gently to remove the excess Seam Weld. C-XL can be easily cleaned while wet with water and a clean white towel.
- 17) Roll the completed seam lightly using a carpet tractor.

Proper Procedures for the Installation of Patterned Carpeting

Patterned carpets, like any patterned textile product, cannot be manufactured so that patterns will match perfectly when installed in multiple breadths. Tarkett manufacturing processes are carefully controlled and will provide for an acceptable pattern match if proper installation techniques and procedures are used by the installation contractor. Proper pattern matching is the responsibility of the installer, and should be considered when preparing proposals and quotations. Minor pattern adjustments during installation are possible and should be expected.

Key points on pattern carpet installations are: (1) Never mix dye lots. (2) Roll number sequence should be considered, with pattern measurements taken from each roll. (3) Rooms with multiple breadths of carpet always require that the best possible match be achieved, regardless of roll sequence. (4) Unrolling the carpet and allowing it to condition in the areas to be installed 24 hours prior to installation will help facilitate installation and pattern adjustments.

Proper matching procedures are as follows: (1) The proper installation "direction" of the carpet should be designated prior to installation based on building design and material utilization efficiencies. (2) Always work the pattern from the center of the cut breadth of carpet towards the ends of each cut piece. (3) For longer cuts the pattern will vary more from center to end. Patterns may have to be adjusted to fit by using a butt seam. While a perfect pattern match cannot be guaranteed from the factory, exercising care and utilizing proper techniques can obtain acceptable results for a commercial patterned carpet installation.

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date